

AGREEMENT

BETWEEN

**STAFFORD TOWNSHIP
BOARD OF EDUCATION**

AND

**STAFFORD TOWNSHIP
ADMINISTRATOR'S ASSOCIATION**

JULY 1, 2007 TO JUNE 30, 2010

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PREAMBLE

The Stafford Township Board of Education and the Stafford Township Administrators' Association recognize that theirs is a common goal; the development of an educational program of the highest quality for the benefit of the children of our district. We believe that, to fulfill this responsibility, a relationship predicated upon this common goal must be developed and maintained between the Board of Education and the Association.

Implicit in such a relationship are open avenues of communication among the Board, the Administrative staff and the faculty. It is our belief that we can best obtain our common objective if each utilizes the experience and counsel of the other in the formulation of policies that involve areas of mutual concern.

The Stafford Township Administrative Association, recognizing that school administration is a profession, wishes to reaffirm as part of this agreement that it adheres to and will continue to adhere to the code of ethics of the profession. Furthermore, the Association will continually encourage all administrators of the Stafford Township School District to abide by this code.

THIS AGREEMENT IS MADE AND ENTERED INTO on the _____, by and between the Stafford Township Board of Education of Stafford Township, New Jersey (hereinafter called the "Board") and the Stafford Township Administrative Association (hereinafter called the "Association".)

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Stafford Township Administrative Association as the exclusive bargaining representative, as defined in Section 7, Chapter 303, Law of 1968, for the following employees under contract or leave: Principal, Director, Supervisor, 10-month supervisor.

- B. The term "Administrator" when used hereinafter in this agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit, as above defined.

ARTICLE II

NEGOTIATIONS OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin as required by law. Any agreement so negotiated shall apply to all employees, be reduced to writing, ratified by the parties and executed by the Board and Association.

B. MODIFICATION

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.

ARTICLE III

GRIEVANCE PROCEDURE

A. GENERAL

1. A "grievance" shall mean a written complaint by an employee or group of employees alleging a violation, misinterpretation or inequitable application of any of the provisions of this agreement, established Board policy, or past practice affecting terms and conditions of employment.
2. As used in the above description, the term "group of employees" shall mean a group of employees having identical grievances and similarly situated.
3. In presenting the grievance, an employee shall be assured freedom from prejudicial action occasioned solely by the institution of said grievance.
4. An aggrieved person is the employee or group of employees claiming the grievance.
5. Grievances shall be instituted not later than twenty-five (25) working days following the cause thereof.
6. An aggrieved person shall have the right to present his/her own appeal or to designate a representative of the Association or other employee of his/her own choosing to appear with him/her.

B. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.
2. LEVEL ONE - An employee with a grievance shall first discuss it with his/her immediate supervisor identifying it as a Level 1 grievance in an attempt to resolve the matter informally at that level.
3. LEVEL TWO - If, within five (5) school days following this discussion, the matter is not resolved to the satisfaction of the employee, he/she may set forth his/her grievance in writing to the immediate supervisor. The letter shall contain a request for a meeting with the immediate supervisor within seven (7) days after his/her receipt of the grievance. The employee may request representation at this meeting by any member of the local Association. Following this meeting, the immediate supervisor shall communicate his/her decision to the employee, in writing, within five (5) school days.

4. LEVEL THREE - The employee may appeal the immediate supervisor's decision to the superintendent. The appeal to the superintendent must be made in writing within seven (7) days after receiving the immediate supervisor's decision. The appeal must set forth the grounds upon which the grievance is based. The superintendent shall attempt to resolve the matter as quickly as possible. Within a period not to exceed seven (7) school days of receipt of the aggrieved person's written appeal, the superintendent shall communicate his/her decision in writing along with supporting reasons to the aggrieved person and the immediate supervisor.
5. LEVEL FOUR - If the grievance is not resolved to the aggrieved person's satisfaction, he/she may request a review by the Board of Education. The request for review shall be submitted in writing through the superintendent who shall attach all related papers and forward the request to the Board of Education within five (5) school days. The Board of Education shall, before the next regular Board Meeting, or within fifteen (15) school days of receipt of the request, review the grievance, hold a hearing with the aggrieved person, if requested, and render a decision as quickly as possible but within a period not to exceed thirty (30) calendar days. At any meeting with the Board, the employee may be represented by any person of his/her choosing.
6. LEVEL FIVE - If the aggrieved person is not satisfied with the Board's decision at Level Four, or if no decision has been rendered within thirty (30) days after the grievance was delivered to the Board, whichever is sooner, the person must request in writing that the president of the Association submit his/her grievance to arbitration, which shall be binding on issues concerning the interpretation of the agreement and in all other respects non-binding. If the Association determines that the grievance is meritorious, it may then, within fifteen (15) school days after the receipt of a request by the aggrieved person, submit the grievance to arbitration by service of demand thereof upon the Board through the superintendent.

ARTICLE IV

ADMINISTRATORS' RIGHTS

RIGHTS AND PROTECTION IN REPRESENTATION

1. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by Chapter 123, Public Law of 1974, and shall not discriminate against any employee with respect to hours, wages, or any terms or conditions or employment affiliates, his/ her participation in activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
2. Whenever an administrator is required to appear before the Superintendent, or his/her designee, Board, or any committee or member thereof concerning any matter that could adversely affect the continuation of that Administrator in his/her office, position, or employment; or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview.
3. The Association and its representative may use school buildings at all reasonable hours for meetings, with prior authorization of the Superintendent of Schools.
4. The Association may use school facilities and equipment at reasonable times, when the equipment is not otherwise in use. The Association will provide all materials and supplies at its own cost and expense. However, the prior approval of the Superintendent of Schools must be obtained.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The Board agrees to furnish to the Association in response to reasonable requests, available information which is public in nature.

B. USE OF SCHOOL BUILDINGS

The local Association shall be permitted to use school buildings at reasonable hours for meetings provided it does not conflict with school-scheduled functions.

C. USE OF SCHOOL EQUIPMENT

1. Exclusive of the Board Office, the Association shall be permitted to use school facilities and equipment, including typewriters, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use, and for any repairs necessitated as a result.
2. The Association shall not use this equipment in furtherance of political issues, not related to collective negotiations or grievances.

ARTICLE VI
SICK & OTHER LEAVES

A. SICK LEAVE AND PERSONAL LEAVE

1. All administrators shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick days shall be accumulated from year to year with no maximum limit.
2. In addition to sick leave days, all employees shall be entitled to four (4) days leave of absence each school year for illness in the immediate family/civil union. Immediate family/civil union is defined as child, spouse/civil union partner, or any blood relative living in the employee's household. This leave time is non-cumulative.
3. Additionally, all employees shall be entitled to three (3) days leave of absence for personal business which cannot otherwise be conducted during other than school hours. Days requested in conjunction with school holidays shall be at the option of the superintendent of schools.
4. Any unused non-cumulative days shall be credited to a employee's record of accumulated sick leave days at the conversion of one (1) days accumulative credit for every two (2) non-cumulative days not used. If none of the seven (7) non-cumulative days are used, a credit of three and one-half (3.5) accumulative days shall be given.
5. **Death in Family/Civil Union**
In the event of death in the immediate family/civil union, an employee will be excused from duty without loss of pay for a period not to exceed five (5) days. Immediate family/civil union shall include: spouse/civil union partner, children, parents, grandparents, grandchildren, brother/sister, brother/sister spouse/civil union partner, guardian, and any others who are dependent upon or reside with the employee. Parents, grandparents, brothers and sisters of spouse/civil union partner are also included. Employee will be excused one (1) day for aunt or uncle for observation of the funeral.

B. SICK LEAVE UPON RETIREMENT

1. Any employee leaving the employ of the Board with fifteen (15) but less than twenty (20) years of service in the Stafford Township School District shall upon departure be paid for the accumulative sick time in accordance with the following schedule:
% is based on per diem formula.
(Formula = accumulated days x per diem rate x correlated percentage)

<u>DAYS ACCUMULATED</u>	<u>PERCENTAGE UPON RETIREMENT</u>
0 - 29	NONE
30 - 59	25%
60 - 89	40%
90 - 119	50%
120 - 150	75%

\$15,000 MAXIMUM CAP

NOTICE: For budget purposes, notice shall be given in September of the year preceding termination.

- Any employee leaving the employ of the Board with twenty (20) or more years of service in the Stafford Township School District shall, upon departure, be paid for accumulated sick time in accordance with the following schedule.
% is based on per diem formula.

(Formula = accumulated days x per diem rate x correlated percentage)

<u>DAYS ACCUMULATED</u>	<u>PERCENTAGE UPON RETIREMENT</u>
0 - 29	NONE
30 - 59	25%
60 - 89	30%
90 - 119	40%
120 - 149	50%
150 - 179	70%
180 - 209	85%
210 - 239	100%

\$15,000 MAXIMUM CAP

NOTICE: For budget purposes, notice shall be given in September of the year preceding termination.

ARTICLE VII

WORKING CONDITIONS

1. Contract Provisions:

- A. Work Year – 12 months – Principal/Director/Supervisor
- B. Holidays – The administrators will work the same number of scheduled days as the teachers during the regular school year unless emergency circumstances require attendance as directed by the superintendent.
- C. Work Day – Hours to be assigned by the Superintendent
- D. The Board retains the right to set the administrators' calendar and retains the right to add days for professional responsibilities after consultation with Association.
- E. Vacation – 1st year of employment -3 weeks
2nd year of employment – 4 weeks

Vacation days are subject to prior approval by the superintendent. No vacation days shall be approved during periods of new employee training and Summer Institute.

- F. Building Assignment - By Board of Education upon the recommendation of the Superintendent.

ARTICLE VIII

SALARIES

- A. Salary increases for all salaried and hourly employees recognized in Article I are as follows:

2007-2008 (effective 7/1/07) increase of 4.0%

2008-2009 (effective 7/1/08) increase of 4.0%

2009-2010 (effective 7/1/09) increase of 4.0%

Salary guide adjustments will be made within the duration of this contract.

- B. The salaries of all employees covered by this agreement are set forth in the schedules attached.

1. Twelve (12) month employees – Each employee employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
2. When a payday falls on or during a school holiday, vacation, (with two (2) weeks notice), or weekend, employees shall receive their paychecks on the last previous working day.

ARTICLE IX
EMPLOYEES' INSURANCE PROTECTION

- A. Effective upon ratification of this agreement (February 21, 2008) new employees eligible for health benefits shall receive Point of Service employee only coverage (with the option to purchase POS family coverage) until tenure, or the first (1st) day of the fourth (4th) year of employment. When such employees either achieve tenure, or complete their first (1st) day of their fourth (4th) year of employment, the Board will pay the full cost of POS family coverage. Upon the first (1st) day of the sixth (6th) year of employment, the Board will pay the full cost of the PPO family coverage.
- B. New employees listed in Article I "Recognition" Section A, who do not receive tenure, will receive single health benefit coverage until the first day of the 4th consecutive year, then will receive the full family/civil union health benefit plan.
- C. Prescription Co-Pay- Beginning with the 2008-2009 school year the cost for out of pocket prescription will be \$30.00 for the brand name and \$7.00 for the generic brand, and will remain in effect for the duration of this contract.
- D. Benefit Options:
 - 1. All employees of the Board of Education will be offered a 50% buy-back of their health benefit premium for that calendar year.
 - 2. Effective July 1, 2007 any employee of the Board of Education who wishes to buy down their current major medical benefits to a lesser plan would receive one half (1/2) the annual premium cost difference. The Open Enrollment period during the month of May will be the time for when an employee must notify the Human Resources Department of his/her change. After the selection is made at no time during the school year will an employee be allowed to change his/her benefit packet.
- E. The board and association agree that the present insurance plan has sufficient coverage for the duration of this agreement.
- F. The board further agrees to continue payments of the premium for existing health insurance coverage of either the individual or family/civil union.
- G. A mandatory second opinion shall be required for all surgical procedures.
- H. Vision Plan
 - The maximum insurance payment by the Board shall be:

2007-2008	-	\$300.00 per year
2008-2009	-	\$300.00 per year
2009-2010	-	\$300.00 per year
- I. Flexible Spending Account Plan – FSA
 - The board agrees to implement an FSA plan and fund the administrative cost of the plan. The board at its discretion will decide the parameters of the plan and reserves the right to terminate the plan at the end of the plan year with 30 days written notice.

- J. The Board agrees to pay for a Disability Plan of Choice by the STAA not to exceed \$1,000 for each administrator.
- K. Any administrator whose spouse is employed by the Stafford Township Board of Education will be entitled to only one family medical and prescription health care package in addition to full dental and vision. The administrator will be paid a cap of \$4,000 for the difference in coverage benefits. An out of district appointed administrator's health care benefit package will be subject to negotiations between the employee and Board of Education.
- L. The Board will provide the STAA with certification that in the event an administrator, whose spouse is employed by the district and is the primary source for health benefits, will be eligible to receive state health benefits upon retirement from the district.

ARTICLE X

PROFESSIONAL ASSOCIATIONS & PROFESSIONAL DEVELOPMENT

- A. The Board will pay for membership dues for each member of the Association in N.J.P.S.A. In addition, the Board will pay dues in one (1) other professional organization for each administrator based on approval by superintendent and its relationship to job function.
- B. Provisions will be made in the budget as funding allows for attendance at workshops and National Conventions, for each member of the Association, with cost and selection with the Superintendent's approval as per Board Policy.
- C. Attendance at workshops, conventions, and other experiential in-service opportunities will be mandatory and will be considered part of an annual 20-hour professional development program. Selection of workshops and conventions will be part of each administrators personal improvement plan (PIP), as approved by the Superintendent of Schools.
- D. Tuition Reimbursement – Each member of the Association will be entitled to receive reimbursement for up eight (8) credit graduate level courses per fiscal year at the prevailing Rutgers State University rate. Courses must be from accredited programs and related to improved job performance as approved by the superintendent. A grade of B or better is required for reimbursement.

ARTICLE XI

BOARD RIGHTS

The Board of Education, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, to direct employees of the school district, to hire, promote, transfer, assign and retain employees in positions within the school district and to suspend, demote, discharge, to take other disciplinary action against employees, to relieve employees from duties because of lack of work, or other legitimate reasons, to maintain the efficiency of the school district's operations entrusted to them, to determine the methods, means and personnel by which operations are to be conducted, and to take whatever action might be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school district shall clearly exemplify there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give it full force and effect as Board policy.
- C. If any provision or application of this Agreement to any employee or group of employees is held to be contrary to law, then, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- D. With prior notice, any employee shall have the right to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during such review.
- E. No material derogatory to an employee's conduct, service, character, or personality shall be placed in their personnel file unless the employee shall acknowledge that he/she had the opportunity to review such material by affixing their signature on the copy to be filed, with the express understanding that such signature on the copy to be filed in no way indicates agreement with the contents thereof.
- F. No separate file: Except for personal references and other similar documents, the Board shall not establish any separate personnel file which is not available for the employee's inspection.
- G. Copies of this Agreement shall be furnished at the expense of the Board after agreement with the Association on format within 30 days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed by the Board.

ARTICLE XIII
ENTIRE AGREEMENT

- A. The parties agree that this Agreement contains entire agreement reached by and between the parties.

- B. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE XIV

DURATION OF AGREEMENT

Except where specifically modified, this Agreement shall be effective as of July 1, 2007, and shall continue in effect until June 30, 2010, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

Salary Guide

	Year 1		Year 2		Year 3
Step 1	\$80,000		\$84,000		\$86,000
Step 2	\$81,981		\$84,531		\$87,803
Step 3	\$84,358		\$86,512		\$88,334
Step 4	\$86,806		\$88,889		\$90,315
Step 5	\$89,316		\$91,337		\$92,692
Step 6	\$91,827		\$93,847		\$95,140
Step 7	\$94,185		\$96,358		\$97,650
Step 8	\$96,543		\$98,716		\$100,161
Step 9	\$98,901		\$101,074		\$102,519
Step 10	\$101,259		\$103,432		\$104,877
Step 11			\$105,790		\$107,235
Step 12					\$109,593

The Board reserves the right to hire on any step without regard to years of experience. Individuals hired prior to July 1, 1994 shall be entitled to a \$1,000 per year salary adjustment.

Supervisor Compensation

12-Month calculated as follows: to establish base-present teacher salary +\$1450 for MA +\$5,000 stipend and an additional 35 days at a per diem rate calculated on a 220 day school year.

In the year 2007-2008 all supervisors will get a \$4259 increase.

In the year 2008-2009 all supervisors will get a \$4531 increase.

In the year 2009-2010 all supervisors will get a \$3803 increase.

Bonus

In addition to the annual salary, all STAA members will be eligible to receive up to a 2% bonus per year. Criteria for bonus awards will be mutually agreed upon between the Stafford Township Board of Education and the STAA.

GRADUATE CREDIT REIMBURSEMENT

The Stafford Township Board of Education believes learning to be a life long endeavor and as such encourages its staff to pursue quality professional development avenues. Therefore the following graduate credit guide has been established in order to encourage staff in this pursuit.

MA+15	\$500
MA+30	\$1500
Doctorate	\$3000

Only those graduate level credits earned (from an appropriately accredited institution) following award of a Master's Degree will qualify for MA + credits. No credit earned prior to issuance of a Master's Degree will be credited to the MA + steps.


All credits must be related to teaching responsibilities and staff members must receive at least grade of "B" or its equivalent.

An employee must submit official college transcripts to the Human Resources office in a sealed envelope from an accredited institution.

All paperwork must be submitted prior to January 31st of a calendar year for a salary guide adjustment to be made to the employee's subsequent contract beginning July 1st.

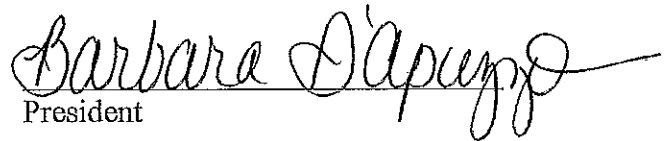
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on this 22nd day of July, 2010, by their respective Presidents or Representatives, attested by their Secretaries or Representatives, and their corporate seals to be placed hereon.

STAFFORD TOWNSHIP
BOARD OF EDUCATION



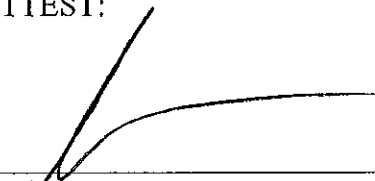
President

STAFFORD TOWNSHIP
ADMINISTRATOR'S ASSOCIATION

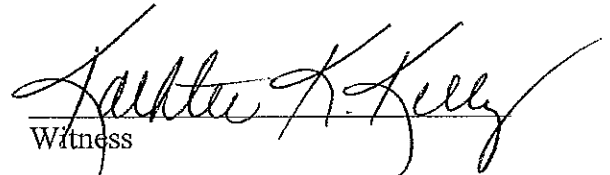


President

ATTEST:



Enrico D. Siano
Board of Education Secretary/
School Business Administrator



Witness

