

WESTAMPTON TOWNSHIP PUBLIC SCHOOLS WESTAMPTON, NEW JERSEY

ARTICLE I RECOGNITION

1.1 Membership

The Board recognizes the Westampton Administrators Association hereinafter known as “the Association,” as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified personnel, whether under contract or on leave, employed by the Westampton Township Board of Education, hereinafter known as “the Board,” including only:

Principals, Assistant Principals or Vice Principals, Director of Curriculum and Instruction

Excluded are: Superintendent and Board Secretary/Business Administrator.

1.2 Definitions

For purpose of clarity, terms crucial to the interpretation of this contract are listed below:

- A. Administrator – When used hereinafter in this Agreement, this term shall refer to all professional administrative employees represented by the Association in the negotiating unit as defined above, and references to “males” shall included females.

ARTICLE II NEGOTIATIONS PROCEDURE

- 2.1 The parties agree to enter into collective negotiations over an initial Agreement to be followed by successor agreements in accordance with Chapter 123, Public Laws 1974, in good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the beginning date set forth in the Rules and Regulations of the Public Employment Relations Commission. Any Agreement so negotiated shall apply to all members of the bargaining unit, be reduced to writing, and upon ratification by the Board of Education and Administrators Association shall be signed by the Board of Education and the Association.
- 2.2 During the terms of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement.
- 2.3 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.

2.4 Management Rights

Except as limited by provisions of this agreement of the Board of Education reserves all rights and functions vested in it pursuant to applicable laws and regulations and all other functions as are normally and customarily exercised by the Board of Education in the management of the school district. According to law, this includes, but is not limited to the right to direct employees of the school district, to hire, promote, transfer, assign, suspend, demote, discharge or take other disciplinary action against employees at any level, to determine the methods, means and personnel by which school district operations are to be conducted.

2.5 Association Rights and Privileges

- A. The Board shall make available to the Association reasonable information in the public domain (OPRA).
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties (Board/Association) to participate during work hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
3. Representatives of the Association shall be permitted to transact official Association business and meetings on school property. No Association business will be transacted during regular business hours.
4. The Association shall be allowed the use of school typewriters/computers, duplicating equipment, and all types of audio-visual equipment at reasonable times. School and Board needs will take precedence. Supplies in connection with such equipment use will be furnished by or paid for by the Association.
5. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram, registered letter or hand delivery with receipt at the following address:
 - A. If by Association, to Board at 710 Rancocas Road, Westampton, NJ 08060.
 - B. If by Board, to Association at Holly Hills School, 500 Ogden Drive, Westampton, NJ 08060, or to Westampton Middle School, 700 Rancocas Road, Westampton, NJ 08060, whichever location is the school residence of the Association at that time.

2.6 Miscellaneous

If any of the provisions of this Agreement or any application of this Agreement to any Administrator or group of Administrators is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but other provisions or applications shall continue in full force and effect.

**ARTICLE III
GRIEVANCE PROCEDURE**

3.1 Definition

A grievance shall mean a claim by an Administrator, or the Association, (1) that there has been a violation, misinterpretation or inequitable application of any of the provisions of the contract agreement, or (2) that he/she has been treated unfairly or inequitably by reason of an act or condition which is contrary to the terms of this Agreement, or established Board policies, except that the term "grievance" shall not apply to any matter for which a method of review is prescribed by Law or any Rule or Regulation of the State Commissioner of Education having the force and effect of Law, or by a By-Law of the Board of Education, or a matter for which the Board of Education is without authority to act.

3.2 Procedure

This procedure shall be followed after an informal meeting has taken place between the aggrieved party and their immediate supervisor whether the aggrieved chooses to represent himself or be represented by the Westampton Administrators Association.

Step I

The aggrieved shall submit his grievance in writing to his immediate supervisor. If the aggrieved does not file a grievance in writing with his immediate supervisor within ten (10) work days after the grievant knew or should have known of the occurrence of the act giving rise to the grievance, then the grievance shall be considered waived. The grievant must specify (1) the circumstances and the specific Board Policy or section of the Agreement alleged to be violated and the remedy sought, and (2) a written summary of the initial meeting between both parties shall be included.

The supervisor has ten (10) work days to respond to the grievance. The immediate supervisor's disposition of the grievance shall be in writing and shall be given to the aggrieved party. If the superintendent is the immediate supervisor in Step I, any appeal of the decision in Step I shall proceed to the Board as specified in Step III.

Step II

The immediate supervisor's disposition of the grievance may be appealed to the Superintendent of the Westampton Township Schools within five (5) work days of the supervisor's decision. This appeal shall be submitted in written form, shall completely state the grievance and the immediate supervisor's disposition of the same. The Superintendent shall inform the aggrieved in writing of the Superintendent's disposition of the grievance within ten (10) work days of the Superintendent's receipt of the appeal.

Step III

The Superintendent's disposition of the grievance may be appealed to the Board of Education of Westampton Township Schools by the Westampton Administrators Association and/or personally. This appeal must be submitted

within ten (10) work days of the aggrieved's receipt of the Superintendent's written disposition of the grievance. The appeal shall be submitted with all pertinent data in writing to the President of the Board of Education by certified mail and addressed to 710 Rancocas Road, Westampton, NJ 08060.

Step IV

Within thirty (30) calendar days of the notification of the Board the Administrators must notify the Superintendent of their intentions to go to PERC. The following procedure shall be used to secure the services of an arbitrator:

- a. Either party may request PERC to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request PERC to submit a second roster of names.
- c. If the parties are unable to determine within ten (10) work days after receipt of the second roster a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.
- d. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Westampton Board of Education. The recommendation of the arbitrator shall be advisory.
- e. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

Step V

The time limits stated in the above steps may be extended when mutually agreed upon in writing between the Westampton Township Board of Education and the Westampton Administrators Association.

ARTICLE IV TEMPORARY LEAVES OF ABSENCE

Administrators shall be entitled to the following leaves of absence with full pay during each contract year. It is recognized that while the following leaves are available when necessary, the typical professional Administrator will not expect to take every possible leave day.

4.1 Absence on Account of Personal Illness

Twelve (12) days sick leave shall be allowed each year to all twelve (12) month administrative employees. Administrators working less than twelve (12) months shall be allowed one sick day for each month of their employment. Sick leave days not utilized shall be accumulated for use in subsequent years.

For any Administrator who begins service with the District after the beginning of a contract year, sick leave will be prorated at one (1) day per month of employment.

4.2 Personal Benefits

Administrators shall receive four (4) paid personal days annually. Unused personal days shall be accumulated as sick leave.

4.3 Bereavement Leave

In the case of death of a member of the immediate family (immediate family members as here used means husband or wife, parents, brothers, sisters, children, grandparents, grandchildren, and mother-in-law or father-in-law) of an employee or the death of any relative who has lived in the home of an Administrator on a permanent basis preceding the death, such Administrator shall be excused without loss of pay for a period not to exceed five (5) workdays within ten (10) calendar days of the death.

In the case of the death of a brother-in-law, sister-in-law, aunt or uncle, such Administrator shall be excused without loss of pay for a period not to exceed two (2) calendar days.

Upon death in the family, the Administrator is requested to arrange the details of absence from school with the Superintendent.

4.4 Military Leave

Time necessary (up to two weeks) for Administrators called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An Administrator shall be paid his regular pay less any pay which he received from the State or Federal government.

4.5 Jury Duty

When an Administrator is called for Jury Duty, such Administrator shall be excused without loss of pay or days. The Administrator shall turn over to the Board any payment received from the Court.

**ARTICLE V
EXTENDED LEAVES OF ABSENCE**

All leaves under Article V are without pay and benefits unless stipulated by State or Federal Statute or regulations. Employees shall be entitled to the following unpaid leaves of absence for a full work year unless otherwise specified herein. The contract for the year in which the employee will be returned to full-time service must be returned, signed, or unsigned, no later than one month after date of issuance. Failure to return a timely signed contract shall constitute resignation, unless the employee's physician verifies he is incapacitated.

5.1 Care of Employee's Family

Administrators can apply for Family Leave consistent with State and Federal laws or regulations and receive benefits guaranteed under such laws and regulations. All other such leaves will be without pay and benefits. Insurance benefits may be continued at the Administrator's expense during such unpaid leave provided the appropriate premium is received by the Board by the first day of the month before such premium is due.

5.2 Disability Leave

- A. An Administrator who anticipates a state of disability and submits a substantiating certificate from his physician shall be granted a disability leave. The physician shall delineate the commencement and termination dates of such disability. All of the Administrator's sick leave must be exhausted before starting disability leave.
- B. Where disability leaves have been approved, the commencement or termination dates thereof shall be further extended or reduced for confirmed medical reasons upon written application by the Administrator.
- C. The Board may require as a condition of the Administrator's return to service, a doctor's certificate certifying that the Administrator is medically able to resume his duties.
- D. The Board may seek an independent medical examination at the Board's expense.

5.3 Child Rearing Leave

- A. Application in writing shall be submitted at least forty-five (45) days in advance and shall specify the date such unpaid leave shall commence and terminate.
- B. Application in writing ,in the case of an unpaid leave for the adoption of a child less than five (5) years of age, shall be as soon as possible.
- C. The leave for tenured Administrators shall commence on the date specified by the Administrator and continue for up to one (1) year. A request for additional time up to one year, but not to exceed two (2) years may be requested. Nothing in this section will prohibit an individual from getting their increment provided they comply with Article 5.4A.
- D. Administrators shall be granted such leave for the balance of the current work year. A non-tenured Administrator who has been offered a subsequent contract may request an additional year's leave of unpaid child rearing leave. Approval for such extension shall be at the prerogative of the Board.
- E. Insurance benefits may be continued at the Administrator's expense during such unpaid leave provided the appropriate premium is received by the Board by the first day of the month before such premium is due.

5.4 Miscellaneous Provisions Pertaining to Extended Leaves of Absence

- A. Unless expressly stated otherwise in this article an Administrator shall not receive salary advancement credit for time spent on leave except for an Administrator who has worked one hundred and twenty-one (121) days or more in the contract year in which his leave commences or ends. Administrators who

work one hundred and twenty-one (121) days or more shall receive one year credit for salary advancement in the subsequent year.

- B. Unless stated otherwise, all benefits to which an Administrator was entitled at the time his extended leave of absence commenced, including unused accumulated sick leave, and insurance entitlement shall be restored to him upon his return.
- C. Additional leave or modifications of extended leaves of absence may be made at the sole discretion of the Board. Requests for modified extended leaves shall be in writing and will set forth the specifics of why such modification has been requested.
- D. Unless stated otherwise, extended leaves for non-tenured Administrators shall continue only for the duration of the work year in which such leave commenced.

ARTICLE VI

SALARY PROCEDURES AND PAYMENT FOR UNUSED SICK LEAVE

6.1 Salary Procedures

- A. All Administrators shall be notified of their contract and salary status for the ensuing year no later than the date established by law for non-tenure contract notifications (normally May 15th)
- B. The salaries of all Administrators covered by this Agreement are set forth in Article XIII.
- C. All Administrators shall be paid semi-monthly for the term of their contract.
- D. When a pay day falls on or during a school holiday or weekend, Administrators shall receive their pay checks on the last previous working day.
- E. Administrators who may be required to use their own automobiles in the performance of their duties, Administrators who are assigned to more than one (1) building per day, or Administrators who attend local and out-of-town job related workshops or professional seminars with advance approval of the Superintendent shall be reimbursed at a rate of \$25.00 per month payable quarterly. A voucher for reimbursement at the current I.R.S. rate per mile will be submitted for each travel occurrence over one hundred (100) miles. Mileage will be calculated from the shortest distance from either the Administrator's home or office.

6.2 Payment for Unused Sick Leave

Administrators at retirement as certified by the NJ Division of Pensions shall receive \$75.00 for each unused sick day up to \$7,500.00. Retiree must notify the Board of Education by November 1st to get the full amount on July 1st.

Notice of retirement after November 1st, Administrators shall receive fifty per cent (50%) on July 1st and the remainder on July 1st of the following year.

**ARTICLE VII
PROFESSIONAL DEVELOPMENT AND IMPROVEMENT**

- 7.1 When pre-approved by the Superintendent, Administrators shall receive full reimbursement for local and/or in-state conferences, seminars, workshops, etc. including fees, meals (no more than \$35 per day with receipts), lodging, and/or transportation up to a maximum of five days per year unless otherwise required by the Board.
- 7.2 The Board of Education will reimburse Administrators who take courses required by the Board and who successfully complete those courses with a grade of “B” or above at 100% of the cost of the course. The requests will be handled on an individual basis by the Board. Courses required by the Board shall be included in individual administrators Professional Improvement Plan. Courses required subsequent to the development of the PIP shall be added to the PIP at the time they become required.
- 7.3 An administrator may request reimbursement for graduate level courses. These requests will be handled on an individual basis by the Board of Education and must be approved before the Administrator registers for the course.

Upon successful completion (Grade of B or better or Pass in Pass/Fail courses), the Board will reimburse the Administrator as follows:

- A. The Board of Education will reimburse the Administrator 40% of the course tuition after completing twelve (12) months of continuous service to the District.
 - B. The Board of Education will reimburse the Administrator an additional 40% of the course tuition after completing twenty-four (24) months of continuous service to the District.
 - C. All calculation of required service time will begin on the final day of the semester.
- 7.4 The Board agrees to reimburse Administrators up to the amount of \$500 per Administrator annually for membership in professional organizations approved by the Board, including, but not limited to, the National Association of Elementary School Principals, National Association of Secondary School Principals and ASCD. The Board will not reimburse any Administrator for dues paid to any organization, including NJPSA, which is involved in negotiations and/or administration of the bargaining unit’s contract.
- 7.5 The Board will consider attendance at overnight conferences, workshops, and national conventions. Applications shall be made to the Superintendent for Board approval at least sixty (60) days before the registration due date. Administrators will submit a written proposal that includes the following:
- A. Justification for attendance
 - B. Break down of costs
 - C. Which workshops they plan to attend if a choice is given at the conference
 - D. An outline of exactly how their attendance will benefit the District

A written report shall be made within 30 days upon return to the District. The Board may also require a presentation at either a committee or Board meeting. A rotation based upon seniority shall be established for national convention attendance.

**ARTICLE VIII
INSURANCE PROTECTION**

- 8.1 The Board of Education will provide full family coverage for the Board sponsored medical plan which will be Amerihealth Personal Choice or its equivalent and full family coverage in the Board sponsored prescription and dental plans. Administrators wanting coverage in a different Board offered medical plan must pay the difference in premium for that plan. The Board agrees to make available the Aetna/US Healthcare Patriot V medical plan to those Administrators who wish to pay the difference for the duration of this contract.
- 8.2 The prescription plan provided will have a \$10 name brand/\$5 generic/\$0 mail order co-payment for coverage as defined by the carrier selected by the Board of Education.
- 8.3 A dental program to be selected by the Board of Education to cover:
 100% Preventive Coverage,
 80%/20% Remaining Basic Services,
 60%/40% Prosthodontic Benefits.
- 8.4 Administrators may waive medical, prescription and/or dental insurance totally or in part as follows:

The Administrator will receive the following monthly amounts for (ten) 10 months or in a lump sum at the end of the year at the Administrator's option:

	<u>Family*HW*Parent/Child</u>	<u>Single</u>
Medical	\$200 per month	\$100 per month
Prescription	\$ 65 per month	\$ 35 per month
Dental	\$ 40 per month	\$ 20 per month

The first month's payment will coincide with the first month the Board ceases to make a premium payment. To reinstate insurance, the Administrator must comply with carrier open enrollment requirements.

- 8.5 The Board shall adopt a cafeteria plan pursuant to Section 125 of the Internal Revenue Code and the appropriate New Jersey statutes, provided that the cost to the Board shall not exceed the amounts contained in Article 8.4.
- 8.6 The Secretary to the Board shall be responsible for polling the Administrators in order to determine the type of coverage an individual shall select.
- 8.7 The Board shall provide for each Administrator disability insurance in the amount of \$750 per contract year towards the existing plan offered by the Board. Any increase in the plan shall be borne by the Administrator.

**ARTICLE IX
EVALUATION**

- 9.1 All evaluations of the work performance of an Administrator will be conducted openly and with full knowledge of the Administrator.
- 9.2 Evaluation reports shall be presented to each Administrator by the Superintendent in accordance with the following procedures:
- A. Such reports shall be addressed to the Administrator.
 - B. Such reports shall be written in narrative form and may include a checklist that is mutually agreed upon by the Association and the Superintendent.
 - C. Such reports shall be completed and presented prior to June 30th of each contract year.
- 9.3 With twenty-four (24) hours advance notice, Administrators will have the right, upon request, to review the contents of their personnel file and to receive a copy of any documents contained therein in a timely manner not to exceed three workdays.
- 9.4 No material derogatory to an Administrator's conduct, service, character, or personality shall be placed in his personnel file unless the Administrator has had an opportunity to review the material. The Administrator shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The Administrator shall also have the right to submit a written answer within thirty (30) calendar days to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.
- 9.5 Any complaint for non-criminal matters regarding an Administrator to the Superintendent which is used in any manner in evaluating said Administrator will be promptly investigated and called to the attention of the administrator. The Administrator will be given an opportunity to respond to such complaints.
- 9.6 No Administrator shall be disciplined, reduced in compensation, or have an increment withheld without just cause. The statement shall not extend to renewal or non-renewal of non-tenure administrator contracts. The rights of the Administrator or the Board of Education under Title 18A shall not be abridged or modified by the above statement.

**ARTICLE X
EMPLOYEE RIGHTS**

- 10.1 Whenever an Administrator is directed to appear before the Board concerning any matter which could adversely affect the continuation of that Administrator in his office, position or employment, or the salary or adjustments thereto, then he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association or legal counsel present to advise him and represent him during such meetings.

- 10.2 In the event that an Administrator's salary increase is recommended by the Superintendent to be withheld for inefficiency or other good cause for the following year, the Superintendent shall notify the Administrator in writing ten (10) working days prior to the date that the matter (recommendation) is to be heard/acted upon by the Board of Education.
- 10.3 Both parties recognize the desirability of continuous and uninterrupted operation of the school district. Therefore, the Association agrees that it will not participate in a strike, sanctions, work slowdowns, or in any effort that will impair or interrupt the operation of the schools.

ARTICLE XI WORK YEAR/WORK DAY

- 11.1 All Administrators will work a 12 month year, unless so designated by the Board in an Administrator's contract. The work day for Administrators will be an eight (8) hour minimum, at the direction of the Superintendent. It is recommended that Administrators are in attendance at all evening functions in their building. In addition, Administrators will be required to attend Board of Education Meetings, Curriculum Meetings, and committee meetings as identified for each particular job category. With five (5) days notice, attendance at a committee meeting can be requested by the Superintendent.
- 11.2 The parties agree that Administrators shall work the same school calendar as teachers with holidays granted on the same basis as teachers.
- 11.3 All Administrators shall give sixty (60) days notice when leaving the employ of the District. This notice requirement does not apply if the reason for leaving is serious illness.
- 11.4 The Board of Education shall exercise sole discretion in determining whether summer hours will be implemented in any given year. Should the Board establish summer hours, all Administrators shall be offered that option. The Board will make every effort to notify Administrators of its decision on summer hours as soon as possible, but no later than June 15 of each year. The Board reserves the right to subsequently amend summer hours if the need arises.

ARTICLE XII VACATION/HOLIDAYS

12.1 Time Allotted

Administrators shall receive twenty (20) days of paid vacation leave annually.

12.2 Separation from Service

Upon leaving the District or Retirement, Administrators shall be entitled to payment for all accrued and unused vacation at the per diem rate of one (1) two hundred and fortieth (240th) times the current rate of pay.

12.3 Death Benefits

In the event of the death of an Administrator, payment due for unused vacation earned shall be made to the estate of the deceased Administrator.

12.4 Vacation Carry-Over

Upon extenuating circumstances, Administrators may petition the Board to carry over a maximum of five (5) vacation days. The Board's decision will be on an individual basis.

**ARTICLE XIII
SALARY SCHEDULE**

13.1 Effective July 1, 2004, Administrators shall receive \$4,400 added to their 2004-2005 current base salary except that the salary for the Vice Principal of the Middle School shall not be increased for 2004-2005.

13.2 Effective July 1, 2005, all Administrators shall receive an increase of \$4,400 added to base.

13.3 During July 1, 2005 to June 30, 2006, specific goals accomplished in that year by each Administrator shall be compensated for as a merit increase, payment to begin July 1, 2006. The merit increase amount shall be included as pensionable income in the year paid, but shall not be added to the Administrator's base salary.

13.4 Effective July 1, 2006, Administrators shall receive an increase of \$3,500 added to their base salaries, and up to a \$900 merit increase if goals are successfully completed in 2005-2006 not added to base.

13.5 Effective July 1, 2007, Administrators shall receive a negotiated base amount and up to a \$900 merit increase to be paid during 2007 if goals are successfully completed in 2006-2007.

13.6 In the Administrators' retirement year the merit increase shall be paid as a lump sum based on goals accomplished in the retirement year.

13.7 Goals and indicators shall be mutually agreed upon by the Superintendent and the individual Administrator. The respective Administrator and Superintendent shall establish goals no later than September 1st of each year.

**ARTICLE XIV
DURATION OF CONTRACT**

14.1 This Agreement shall be effective from July 1, 2004 through June 30, 2007.

14.2 The parties have caused this Agreement to be signed by their respective Presidents and

Secretaries on the day and date below:

FOR THE BOARD

FOR THE ASSOCIATION

President

President

Secretary

Secretary

Date of Signing

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AGREEMENT

Between The

**WESTAMPTON TOWNSHIP
BOARD OF EDUCATION**

And The

**WESTAMPTON ADMINISTRATORS
ASSOCIATION**

July 1, 2004 – June 30, 2007

