

**AGREEMENT**

**BETWEEN**

**WEST NEW YORK BOARD OF EDUCATION**

**AND**

**THE WEST NEW YORK SCHOOL ADMINISTRATORS ASSOCIATION  
OF THE WEST NEW YORK SCHOOL SYSTEM**

**FOR THE PERIOD**

**JULY 1, 2005**

**through**

**JUNE 30, 2008**

**TABLE OF CONTENTS**

|               | PAGE  |
|---------------|---|
| ARTICLE I     | RECOGNITION ..... 1                               |
| ARTICLE II    | NEGOTIATION PROCEDURE ..... 1                     |
| ARTICLE III   | ASSOCIATION RIGHTS AND<br>RESPONSIBILITIES..... 4 |
| ARTICLE IV    | BOARD RIGHTS AND RESPONSIBILITIES ..... 5         |
| ARTICLE V     | GRIEVANCE PROCEDURE..... 6                        |
| ARTICLE VI    | TRANSFERS.....10                                  |
| ARTICLE VII   | ADMINISTRATIVE VACANCIES - PROMOTION..... 11      |
| ARTICLE VIII  | MEETING WITH THE SUPERINTENDENT ..... 11          |
| ARTICLE IX    | SICK LEAVE ..... 11                               |
| ARTICLE X     | TEMPORARY LEAVE OF ABSENCE ..... 14               |
| ARTICLE XI    | EXTENDED LEAVE OF ABSENCE ..... 16                |
| ARTICLE XII   | SABBATICAL LEAVES ..... 17                        |
| ARTICLE XIII  | INSURANCE PROTECTION..... 19                      |
| ARTICLE XIV   | WORKING CONDITIONS.....20                         |
| ARTICLE XV    | INCENTIVE BONUS GUIDELINES ..... 21               |
| ARTICLE XVI   | ADMINISTRATIVE RULES HANDBOOK..... 23             |
| ARTICLE XVII  | MISCELLANEOUS PROVISIONS ..... 23                 |
| ARTICLE XVIII | VACATION..... 25                                  |
| ARTICLE XIX   | HOLIDAY SCHEDULE ..... 25                         |
| ARTICLE XX    | DURATION OF AGREEMENT ..... 25                    |

This Agreement is made and entered into as of the 8th day of November, 2004 between the **West New York Board of Education** (hereinafter referred to as the "Board") and the **West New York School Administrators Association** (hereinafter referred to as the "Association").

## **ARTICLE I**

### **RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive and sole negotiations representative for all personnel in the negotiations unit as follows:

High School Principal

Assistant Principals

Elementary School Principals

Director of Student Personnel Services

B. In the event additional positions requiring an administrative certificate are established by the Board, these positions shall be covered under this Agreement.

C. All other individuals employed by the Board in positions not specifically enumerated above are excluded from the negotiations unit.

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of Administrators' employment.

Any agreement so negotiated shall apply to all Administrators, be reduced to writing, be signed by the Board and the Association and be adopted by the Board and ratified by the Association.

B. During negotiations, the Board shall make available to the Association for inspection all pertinent public records.

C. Neither party in any negotiations shall have any control over or input into 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. The parties recognize and affirm that representatives have no power or authority during the negotiations process to bind the parties to any proposal, counter-proposal or other matter, and that no agreement, in whole or part, shall be binding without a formal ratification vote by the parties according to law and this Agreement.

- D. 1. Representatives of the Board and the Association's negotiating committee shall meet at the request of either party, when mutually convenient, for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. All meetings between the parties shall be scheduled, whenever possible, to take place when the Administrators involved are free from assigned responsibilities, unless otherwise agreed.

3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association and be adopted by the Board and the Association.

E. Except as this Agreement shall hereinafter or otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by the Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Administrator's benefits existing prior to its effective date.

F. The Board agrees not to negotiate concerning the employees in the negotiating unit as defined in Article I of the Agreement with any organization other than the Association for the duration of this Agreement.

G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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

### ARTICLE III

#### ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Whenever any members of the Association are mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, said members shall suffer no loss in pay or benefits. The number of members in attendance at any one of the specific aforementioned activities shall not exceed two, unless authorized by the Superintendent or his designee.

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

C. The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Administrators as defined in the unit, and to no other organization.

D. Any criticism or inquiry about any administrator's performance shall be directed to the Superintendent of Schools and may be reported to the Board of Education and processed as follows:

1. The Superintendent shall weigh the merit of the criticism directed at the Administrator and inform the Administrator of the nature of the criticism. The Superintendent shall have the option of dismissing and terminating the matter at that point or continuing the investigation, if he or she sees fit.

2. Any complaints regarding an Administrator made to the Board of Education or Superintendent of Schools by a parent, student or other person which may be used in any manner in evaluating an Administrator shall be promptly investigated and called to the attention of the Administrator. The Administrator shall be given the opportunity to respond to or rebut such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

#### **ARTICLE IV**

##### **BOARD RIGHTS AND RESPONSIBILITIES**

A. The Board, on its own and on behalf of the citizens of the Town of West New York, Hudson County, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof which are in conformance with the Constitution and laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board's rights, responsibilities, and authority under N.J.S.A. 18A:1-1 et seq. (School Laws of the State of New Jersey) or any other federal, state, county, or local laws or regulations.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A grievance is a claim by an Administrator or the Association based upon the interpretation, application, or violation of this Agreement, or policies and administrative decisions affecting the terms and conditions of employment of an Administrator.

2. In the wording of this statement of procedures, the term "administrator" shall be taken to include all administrative personnel listed in the Recognition Clause.

#### B. Purpose

The purpose of this procedure is to resolve disputes that arise involving the terms and conditions of employment of Administrators covered by this Agreement. Both parties agree that these proceedings will be kept as informal and as confidential as may be appropriate at any level of the procedure.

#### C. Procedures

Any administrator shall have the right to present his/her grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination or reprisal and shall be entitled to appear at the appeal level.

1. Any administrator who has a grievance shall first orally advise his or her immediate supervisor of its existence within twenty (20) calendar days after its occurrence. The supervisor shall meet with the administrator within fourteen (14) calendar days in an attempt to resolve the grievance at this level. Within



fourteen (14) calendar days after discussion, the supervisor shall orally make known his or her decision to the administrator.

2. If the grievance is not resolved to the satisfaction of the administrator at the level of Step 1, the administrator may appeal, within seven (7) calendar days, to the Superintendent of Schools in a written statement setting forth specific details and specific grounds on which the grievance is based and attaching all pertinent documents.

The Superintendent shall confer with the parties concerned together or separately within seven (7) calendar days. The Superintendent shall render a decision within fourteen (14) calendar days of such occurrence. A written statement of the decision and the supporting reasons therefor shall be sent to the aggrieved and the supervisor.

3. If the grievance is not resolved at Step 2 to the satisfaction of the administrator, said administrator may request a review by the Board of Education. This request shall be made in writing through the Superintendent of Schools, who shall attach all related documents and forward the request to the Board. The Board shall review the case, shall hold a hearing with the administrator, if requested by the administrator, and shall render a decision in writing within twenty-one (21) calendar days of receipt of the grievance

by the Board at a regular or special meeting. Copies of the decision of the Board shall be sent to the aggrieved and to the Superintendent of Schools.

4. A grievance which remains unresolved to the satisfaction of the Association after the Board has rendered its decision may be submitted to arbitration within ten (10) calendar days following receipt of the Board's decision. The arbitrator shall be chosen from a list of names provided by the New Jersey Public Employment Relations Commission. Arbitration shall begin as quickly as possible, depending upon the availability of an arbitrator.

Copies of the arbitrator's binding decision shall be sent to: (1) the aggrieved; (2) the Board; (3) the Superintendent of Schools; and (4) the Association.

5. The arbitrator shall be limited to the issues submitted to him by the parties and shall be without power or authority to alter, amend or modify the terms of this Agreement. In addition, the arbitrator shall be without power or authority to make any decision which requires the commission of acts prohibited by law or which violates the terms of this Agreement. In formulating his decision, the arbitrator shall adhere to the statutory law of New Jersey and to pertinent decisions of the Commissioner of Education, the State Board of Education and the Courts.
6. The cost for the services of the arbitrator including per diem expenses, if any,

and the actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Miscellaneous.

1. In the event no decision is forthcoming within the prescribed time limits at any step, the aggrieved may, upon notice, proceed to the next step.
2. Any of the time limits specified herein may be extended by mutual agreement. Should the grievant fail at any step of this procedure to appeal a grievance to the next step of the grievance procedure within the specific time limits provided herein without requesting and receiving a written extension of same within those said time periods, the grievant shall be deemed to have accepted the decision rendered at that step and to have permanently abandoned said grievance.
3. In the event a grievance is brought up for consideration at the end of the school year and if the supervisor is not available after the closing of school for procedures outlined in Step 1, the administrator may proceed directly to Step 2.
4. This grievance procedure shall in no way impair, diminish or preclude any rights of the parties set forth in N.J.S.A. 18:1-1 et seq., or any other law. A grievance based upon the interpretation, application, or violation of terms and conditions of employment established by statute or administrative rules or

regulations shall be appealed only to the appropriate administrative agency having jurisdiction in said matters following exhaustion of the grievance procedure at the Board level.

5. It is understood that all Administrators including the grievant, shall during and notwithstanding the pendency of any grievance or other dispute, continue to observe all directives and assignments and applicable rules and regulations of the Board and its administration until such grievance and any effect thereof shall have been fully resolved.
6. A grievance over an administrative procedure or policy shall not be subject to binding arbitration.

## **ARTICLE VI**

### **TRANSFERS**

A. Any available vacancy shall be made known to all interested parties by the Superintendent's office.

B. Any Administrator requesting a transfer shall file a written request with the Superintendent of Schools stating the reasons for his/her request. This provision applies to lateral transfers only without change in administrative title or job description.

## ARTICLE VII

### ADMINISTRATIVE VACANCIES – PROMOTION

A notice of vacancy in an administrative position shall be posted in all schools and a copy shall be sent to the Association's President at the time of the posting and in no event later than twenty-one (21) calendar days before the final date when applications must be submitted. The notice of vacancy shall set forth the position, its qualifications, its duties and the rate of compensation.

## ARTICLE VIII

### MEETING WITH THE SUPERINTENDENT

Meetings between the Superintendent and an Association member to discuss areas of concern may be held at the request of either party upon reasonable notice.

## ARTICLE IX

### SICK LEAVE

A. Each administrator shall be granted thirteen (13) sick days and two (2) cumulative personal days per annum. If the personal days are not used, they shall become sick days and be cumulative.

B. Each administrator shall be granted two (2) non-cumulative days for his/her personal use.

C. Administrators shall be paid at the discretion of the Board during any period of extended illness not covered by sick leave.

- D. 1. Commencing July 1, 1990, no member of the Association shall be entitled to receive, or otherwise continue to participate in, the terminal leave policy of the Board except for those members of the Association who held positions of administrative employment with the Board and were members of the Association as of June 30, 1990.
2. Any employee covered by this Agreement prior to July 1, 1996 shall receive the Board's Terminal Leave Pay Policy because of his/her status as an administrative employee of the District and his/her membership in the Association. The following formula with respect to retirement from the District or terminal leave shall apply. Each administrator, following fifteen (15) years of service in the District, upon retirement from the District, or in the event of death during service in the District, shall be compensated for all accumulated sick days in accordance with the formula utilized by the School Business Administrator's office in computing such accumulated sick leave time up to a maximum of Fifty-Five Thousand (\$55,000.00) Dollars. Calculations under the formula will be made on the basis of a 300 day year in accordance with Board Policy #3350.
3. Employees employed after June 30, 1996, shall be entitled to the benefit of paragraph D(2), except that the maximum terminal leave benefit shall be \$50,000.00, provided that the new employee has been previously employed by the Board.

4. Persons employed from outside the District shall be eligible for the benefit as described in paragraph D(2), except that the maximum terminal leave benefit shall be \$15,000.00.
5. In the event an administrative employee, following fifteen (15) years of service in the District, resigns from the School District, said employee shall be compensated in accordance with the present formula utilized by the School District to calculate accumulated sick days up to a maximum equal to one (1) month's salary.
6. It is agreed that in making computations under the Board's Terminal Leave and Resignation Policies, an Administrator who resigns for the purpose of accepting employment in another District shall be required to furnish to this District the number of sick days that said Administrator would receive in the new employment district. Where the employing district grants the former employee sick days, the sick days granted by the employing district shall be deducted from the total number of sick days used in the calculations.

E. Administrators who utilize no sick days of their sick leave benefit in any one school year shall receive the following bonus payments:

1. Administrators who do not use any sick days during any school year shall receive a bonus payment of \$700.00.
2. Administrators using only one (1) sick day of their sick leave time in any one school year shall receive a bonus payment of \$625.00.

3. Administrators using only two (2) sick days of their sick leave time during any school year shall receive a bonus payment of \$550.00.

4. Administrators using only three (3) sick days of their sick leave during any school year shall receive a bonus payment of \$475.00.

Bonus payment checks shall be mailed to administrators within thirty (30) days of the close of the school year (June 30), if possible.

The foregoing bonus shall be prorated in the event the Administrator is absent due to a work related injury.

## ARTICLE X

### TEMPORARY LEAVE OF ABSENCE

A. Administrators shall, subject to the terms and limitations below, be entitled to the following temporary non-cumulative leaves of absence with pay:

1. Administrators shall be granted a maximum of ten (10) days per year with pay and expenses for attendance at professional meetings or conferences which are approved by the Superintendent of Schools.

2. Up to five (5) school days within the work year of the Administrator at any one time in the event of death of an Administrator's spouse, child, step-child, parent, step-parent, grandparent, grandchild, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother or sister. Up to one (1) school day in the event of the death of a close friend or relative outside the Administrator's immediate family as defined above. This leave shall commence with the first



day of bereavement. The Board in its absolute discretion may grant extra time due to extenuating circumstances upon the request of the administrator.

3. (a) Time necessary for persons called into active duty of any unit of the U.S. Reserves or 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 receives from the state or federal government.
- (b) Other leaves of absence with pay may be granted by the Board for good reasons.
- (c) With the approval of the Board up to five (5) days in total at the end of a school year or the beginning of a school year, as may be required to attend summer school classes or travel to the place where such classes are to be held, provided that these classes are taken to maintain certification for employment, that the courses are not available at any other time, and that the professional days requested do not interfere with the administration of the school.
- (d) Leaves taken pursuant to Sections A and B shall be in addition to any sick leave to which the Administrator is entitled.

## ARTICLE XI

### EXTENDED LEAVE OF ABSENCE

A. The Board agrees that only one (1) Administrator designated by the Association shall upon request be granted a leave of absence without pay for a minimum of one (1) year but not to exceed two (2) years for the purpose of engaging in activities of the Association or its affiliates, provided that such a leave does not adversely affect the efficient administration of the school district.

B. Military leave without pay shall be granted to any Administrator who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

C. 1. The Board shall grant all appropriate leaves pursuant to the Family and Medical Leave Act and the corresponding State statutes. Following the grant of such leave, the commencement or termination dates thereof may be further extended or reduced upon application to the Board. An employee returning from such leave shall be entitled to full benefits as if said employee was on active status.

D. Other leaves of absence without pay may be granted by the Board for good reason.

E. 1. An administrator shall not receive a salary increment credit for time spent on a leave granted pursuant to Sections A, B or C of this Article, nor shall such count toward the fulfillment of time requirements for acquiring tenure, or accumulation of seniority or longevity.

2. All fringe benefits (i.e., health, dental, etc.) to which an administrator is entitled under the terms of this Agreement shall be restored to an Administrator upon return from leave. Except as otherwise provided by law, employees granted an unpaid leave of absence shall have the right to continue coverage for a maximum term of eighteen (18) months at the employee's expense.

F. All extension or renewals of leaves shall be applied for in writing. If granted, notification will be given in writing.

## ARTICLE XII

### SABBATICAL LEAVES

A. The Board may grant a sabbatical leave to an administrator for study, including study in other areas of specialization, for travel or for other reasons of value to the school system, subject to the following conditions:

1. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than November 1, and action must be taken on all such requests no later than January 15 of the school year preceding the school year for which the sabbatical leave is requested.
2. Sabbatical leave for study: An administrator who has served in the school district satisfactorily for a period of at least seven (7) years may be granted, with compensation, a leave of absence for study or observation for a minimum of six (6) months and a maximum period of one (1) year. Such salary shall be

one-half of the scheduled salary which an administrator would have received had such leave not been granted. The administrator granted such leave shall be paid the scheduled salary that he/she would have received had he/she not had a Sabbatical Leave. The salary placement, however, is to be granted only after a statement of work at college has been submitted and approved by the Superintendent of Schools.

The following activities will be considered appropriate:

- a. Formal Graduate Study. A minimum of sixteen (16) points or credits per semester in the individual's own field of work or closely related field.
- b. Writing a Doctoral Thesis.
- c. Scheduled travel, planned in consultation with the Superintendent.
3. Sabbatical Leave for Rest and recuperation: Members of the Association who have served in the District satisfactorily for a period of at least fifteen (15) years may be granted, with compensation, a leave of absence for rest and recuperation for a minimum period of six (6) months and a maximum period of one (1) year. A grievance for a denial of said Sabbatical Leave request shall not be subject to binding arbitration.

B. All administrators granted Sabbatical Leave under this Article shall be entitled to one-half of the salary which an Administrator would have received had such a leave not been granted under this Article. The Administrator who is granted such leave shall be required by contract to serve the system for three (3) years after the expiration of such leave. Upon return from Sabbatical Leave, an

Administrator shall be paid the same scheduled salary that said Administrator would have received but for the leave of absence. If circumstances prevent fulfillment of three (3) years service following return, the person shall reimburse the District in direct proportion of the unfilled time except in case of death or permanent disability.

C. An Administrator granted Sabbatical Leave under this Article shall not accept or engage in any type of employment while on such leave.

D. All individuals returning from sabbatical leaves of absence shall be required to return to the School District at the commencement of the first or second semester of the school year (either September or January). Individuals granted temporary leaves of absence shall not be permitted to return in the middle of either of the semesters except under extenuating circumstances with approval of the Board of Education.

### **ARTICLE XIII**

#### **INSURANCE PROTECTION**

A. The Board shall pay the full premium for each employee and in cases where appropriate for family plan insurance coverage.

1. Provisions of the health care insurance program shall be detailed in master applications and contracts agreed upon by the Board, and the Association.

B. The Board shall provide to each administrator a description of the health care insurance coverage provided under this Article not later than the beginning of the school year. This shall include a clear description of conditions and limits of coverage as per teacher contract.

C. As of the beginning of the school year, the Board shall provide medical prescription insurance protection. The Board shall pay the full premium for a three dollar (\$3.00) deductible plan per brand name prescription for each administrator and, in cases where appropriate, for family plan coverage. Generic brand prescriptions shall not require a co-payment. Effective September 1, 1995, the co-payment for each brand name prescription shall be \$5.00 and the co-payment for each generic name prescription shall be \$3.00.

D. As of the beginning of the school year, the Board shall provide dental insurance protection. The Board shall pay the full premium for each administrator and in cases where appropriate, for family plan coverage.

E. The fringe benefits paid to the District professional staff covered under the Teachers contract will be paid to members of the Association under the same terms except as otherwise provided herein.

#### ARTICLE XIV

#### WORKING CONDITIONS

- A. 1. Administrators' working hours during the "Teacher Contracted Work Year" shall be 8:00 A.M. to 4:00 P.M. On Fridays and days before a holiday, Administrators may leave when the school building is secured and by reporting the building secured to the Superintendent of Schools or his designee. Work hour can be considered "Flex Time."
2. Administrators' working hours during the summer months shall be 8:00 A.M. to 3:00 P.M. with one (1) hour for lunch.

- B. Administrators are twelve (12) month employees (July 1 to June 30).

## ARTICLE XV

### INCENTIVE BONUS GUIDELINES

#### The Benchmarks

1. New Jersey Department of Education (N.J.D.O.E.) expected proficiency levels in Grades 4, 8, and 11.
2. New Jersey Department of Education attendance requirements for students and faculty.
3. Agreed to goals between Superintendent and individual school administrators to achieve 1 and 2 above.
4. Agreed to goals between Superintendent and secondary school administrators to reduce the student drop-out rate.

#### How the Incentive will be Implemented

The School *Administration* will be eligible to receive \$1,000.00 when:

1. The school meets or exceeds the N.J.D.O.E. recommended Minimum Levels of Proficiency (M.L.P.).
2. The school meets or exceeds achievement goals indicated in the Annual School Improvement Plan.
3. The school meets or exceeds the N.J.D.O.E. student and faculty attendance requirements.

4. The school meets agreed to goals between the Superintendent and Principal to decrease student drop-out rate.

The School Administration will be eligible to receive \$500.00 when:

1. The school is below the N.J.D.O.E.'s Minimum Levels of Proficiency, but meets or exceeds achievement goals indicated in Adequate Yearly Progress (AYP) and,
2. The school meets or exceeds achievement goals indicated in the Annual AYP.
3. The school meets or exceeds the N.J.D.O.E. student and faculty attendance requirements.

#### How the Benchmarks will be Monitored

The school administrators, in collaboration with the Superintendent and his staff, will analyze available school based data to ascertain the results. These will include, but not be limited to:

1. Individual school charts demonstrating annual expected levels of growth as measured through the district's use of a validated nationally normed test, and the N.J.D.O.E. expected proficiency levels in state-mandated tests for Grades 3-12.
2. Figures and percentages of student and faculty attendance, demonstrating base data for 2001-2002, and expected growth for 2002-2003.



3. Figures and percentages of student drop-out rates for 2001-2002 applicable to the secondary school.

Following receipt of each school's statistics for the academic year, including an analysis of applicable test scores, the Superintendent will meet with the administration of each school to analyze and review the data, and ascertain eligibility for the bonus.

If eligibility is established and goals are achieved, the Superintendent will request authorization from the Board to release the applicable bonus to the school's administration.

## **ARTICLE XVI**

### **ADMINISTRATIVE RULES HANDBOOK**

The handbook of rules and administrative regulations shall remain in effect unless specifically modified by the Board or changed in this Agreement.

## **ARTICLE XVII**

### **MISCELLANEOUS PROVISIONS**

A. This Agreement constitutes Board policy for the term of said Agreement and the Board and the Association shall carry the commitments contained herein and give them full force and effects as Board Policy.

B. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees 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 all other provisions or applications shall continue to be in full force and effect.

C. Any individual contracts between the Board and an individual administrator, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract is inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

D. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in hiring, training, assignment, promotion, transfer, or discipline or administrator, or in the application or administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

E. The Board may grant an incentive bonus of \$1,000.00 to an employee upon recommendation of the Superintendent based upon the following criteria:

1. Faculty attendance.
2. Student test scores.
3. Student attendance.
4. Student drop-out rate.

This provision is not subject to this Agreement's grievance procedure, non-binding arbitration or binding arbitration. Additionally, this incentive is not to be used for evaluative purposes.

## **ARTICLE XVIII**

### **VACATION**

Vacation time is calculated from the last day of the "Teacher Contracted Work Year," to the first day of the "Teacher Contracted Work Year." Total number of work days in this time frame (less Fourth of July and Labor Day), divided by two (2), this formula constitutes a total number of vacation days.

Example: School ends on June 21, 2000 and the new school year opens on September 6, 2000. Total number of work days between June 20, 2000 and September 6, 2000 is 52 days. School Administrators are entitled to twenty-six (26) vacation days. Vacation days are not to be taken five (5) days after the close of school nor fifteen (15) days before the opening of school (Teacher Contracted School Year). All requested vacation schedules must be in Superintendent's Office no later than April 15.

## **ARTICLE XIX**

### **HOLIDAY SCHEDULE**

The Administrators' holiday schedule shall be taken in accordance with the school calendar approved by the Board for the conduct of the Schools of West New York.

## **ARTICLE XX**

### **DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 2005 and shall continue in effect through June 30, 2008, subject to the Association's right to negotiate over a successor Agreement as

**SALARY GUIDE PROPOSAL**  
to the  
**WEST NEW YORK SCHOOL ADMINISTRATORS ASSOCIATION**  
2005-2006 to 2007-2008 School Years

| <b>ASSISTANT PRINCIPAL</b> |           |           |           |
|----------------------------|-----------|-----------|-----------|
| Step                       | 2005-2006 | 2006-2007 | 2007-2008 |
| 1                          | 102,787   | 105,342   | 108,130   |
| 2                          | 104,843   | 107,449   | 110,293   |
| 3                          | 106,899   | 109,556   | 112,456   |
| 4                          | 109,982   | 112,716   | 115,700   |
| 5                          | 113,066   | 115,877   | 118,944   |
| 6                          | 116,150   | 119,037   | 122,187   |

| <b>ELEMENTARY PRINCIPAL</b> |           |           |           |
|-----------------------------|-----------|-----------|-----------|
| Step                        | 2005-2006 | 2006-2007 | 2007-2008 |
| 1                           | 106,899   | 109,556   | 112,456   |
| 2                           | 108,954   | 111,663   | 114,618   |
| 3                           | 111,010   | 113,770   | 116,781   |
| 4                           | 113,066   | 115,877   | 118,944   |
| 5                           | 116,150   | 119,037   | 122,187   |
| 6                           | 119,233   | 122,197   | 125,431   |

| <b>MIDDLE SCHOOL PRINCIPAL</b> |           |           |           |
|--------------------------------|-----------|-----------|-----------|
| Step                           | 2005-2006 | 2006-2007 | 2007-2008 |
| 1                              | 117,177   | 120,090   | 123,269   |
| 2                              | 119,233   | 122,197   | 125,431   |
| 3                              | 121,289   | 124,304   | 127,594   |
| 4                              | 123,345   | 126,411   | 129,757   |
| 5                              | 125,400   | 128,518   | 131,919   |
| 6                              | 127,456   | 130,625   | 134,082   |

| <b>HIGH SCHOOL PRINCIPAL</b> |           |           |           |
|------------------------------|-----------|-----------|-----------|
| Step                         | 2005-2006 | 2006-2007 | 2007-2008 |
| 1                            | 121,289   | 124,304   | 127,594   |
| 2                            | 123,345   | 126,411   | 129,757   |
| 3                            | 125,400   | 128,518   | 131,919   |
| 4                            | 128,484   | 131,678   | 135,163   |
| 5                            | 130,540   | 133,785   | 137,326   |
| 6                            | 132,595   | 135,892   | 139,488   |

**DEGREE DIFFERENTIALS**

| <u>MA+15</u> | <u>MA+30</u> | <u>MA+45</u> | <u>Ed.D</u> |
|--------------|--------------|--------------|-------------|
| \$1,500.00   | \$1,500.00   | \$1,500.00   | \$2,000.00  |

**LONGEVITY**

|                     |            |
|---------------------|------------|
| 35 YEARS OF SERVICE | \$2,400.00 |
| 40 YEARS OF SERVICE | \$2,400.00 |

**ADMINISTRATIVE YEARS OF SERVICE (LONGEVITY)**

|          |       |
|----------|-------|
| 10 YEARS | 2,300 |
| 12 YEARS | 2,300 |
| 15 YEARS | 2,300 |

**STIPENDS**

High School and Middle School Assistant Principals will receive a \$2,000.00 (non-pensioned) Stipend for every year of this contract.

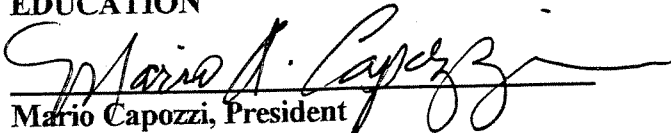
provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective authorized representative attested or witnessed, as applicable, by the appropriate individuals.

**ATTEST:**

**BY:** \_\_\_\_\_

**WEST NEW YORK BOARD OF  
EDUCATION**


  
Mario Capozzi, President

**WITNESS:**

**DATED:**

**BY:** Nov. 17, 2004

**WEST NEW YORK SCHOOL  
ADMINISTRATORS ASSOCIATION**

  
Donald Rocker, President



MERCEDES ARANGO  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES NOV. 16, 2006