

JULY 1, 2005 – JUNE 30, 2008

AGREEMENT BETWEEN THE
SUSSEX WANTAGE ADMINISTRATORS ASSOCIATION
AND THE
SUSSEX WANTAGE REGIONAL BOARD OF EDUCATION

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ARTICLE I - RECOGNITION

In accordance with Chapter 123, Public Laws of 1974, the Sussex Wantage Regional School District Board of Education, hereinafter called the "Board," recognizes the Sussex Wantage Regional Administrators Association, hereinafter called the "Association," as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all administrators excluding the Business Administrator/Board Secretary and the Superintendent of Schools.

ARTICLE II - NEGOTIATIONS PROCEDURE

The parties agree to enter into collective negotiations over an agreement in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of administrative personnel. Negotiations shall begin no later than October 15 of the school year during which this Agreement will expire.

An Agreement negotiated shall apply to all administrators who are not otherwise excluded by law, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

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.

All provisions in this contract shall remain in effect until such time as a successor agreement shall be deemed negotiated.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITIONS

A grievance is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an administrator or group of administrators and/or the interpretation, meaning, or application of any of the provisions of this agreement. The term grievance shall not apply to any matter as to which: (1) a method of review is prescribed by law or by rule or regulation of the State Commissioner of Education; (2) the Board and/or administrative officers are without authority to act; or (3) a complaint of any employee represented by the association in a non-tenure position which arises solely by reason of his or her being not employed, reemployed, or continued in that position.

As used in this definition, the term administrator shall also mean a group of administrators having the same grievance.

The counting of days for time limits shall commence at midnight of the day the grievance is received. Days shall mean days that the office of the Board of Education is open for ordinary activities.

The term "in writing," shall mean a written communication made on a mutually agreed upon grievance form.

B. RIGHTS OF GRIEVANT AND RIGHT TO REPRESENTATION

1. Any grievant may be represented at all stages of the grievance procedure by himself or herself or as an option by a representative of the Association.

2. The grievant shall be insured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his or her appeal. He or she shall have the right to present his or her own appeal or to designate a representative of the Association, or other persons of his or her own choosing to appear with him or her at any step in the grievance procedure. Whenever he or she chooses to have other persons appear with him or her, a representative of the Association will have the option to being present.

C. PROCEDURE

1. **FORMAL ATTEMPT TO RESOLVE.** An administrator who has a grievance shall discuss it first with his or her immediate supervisor in an attempt to resolve the matter informally. This must be done within thirty (30) work days from the date on which the administrator becomes aware that a matter is grievable.

2. **LEVEL I - IMMEDIATE SUPERVISOR.** If the matter is not resolved to the satisfaction of the grievant within five (5) work days, he or she shall set forth his or her grievance in writing to his or her immediate supervisor specifying: (a) the

Failure at any step to communicate the decision on a grievance within the specified time limitation shall constitute acceptance of a grievance as sustained. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.

D. FAILURE TO COMMUNICATE A DECISION

LEVEL III - BOARD OF EDUCATION. If the grievance is not resolved to the grievant's satisfaction within ten (10) work days, he or she may request a hearing by the Board. The request shall be submitted in writing through the Superintendent, who shall attach all related correspondence and forward it to the Board for consideration at the next regular meeting of the Board. In the event that the Board decides not to hold a hearing, the Board shall render a decision in writing within ten (10) work days of receipt of the request. In the event that the hearing is held, said hearing shall be scheduled within thirty (30) work days from the receipt of the request and the Board shall render a decision in writing within thirty (30) work days from the date when the hearing is complete. The decision of the Board shall be final.

LEVEL II - SUPERINTENDENT OF SCHOOLS. The aggrieved person, no later than five (5) work days after receipt of the immediate supervisor's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate supervisor as specified above and his/her dissatisfaction with the decisions previously rendered. The Superintendent, no later than ten (10) work days after receipt of the appeal shall investigate the matter and shall communicate his/her decision in writing to the aggrieved person and the immediate supervisor.

nature of the grievance; (b) the specific part of the Agreement deemed to be violated; (c) the nature and extend of the injury, loss or inconvenience; (d) the result of previous discussion at the informal level; and (e) his or her reasons for dissatisfaction with decision previously rendered. The immediate supervisor shall communicate his or her decisions to the grievant in writing within five (5) days of receipt of the written grievance.

ARTICLE IV - PROFESSIONAL RIGHTS

A. No records shall be placed in an administrator's file, neither commendatory nor derogatory, without first being discussed with the administrator. The administrator shall sign the document indicating that he or she has read the item of record. The administrator shall also have the right to submit a written answer to the material and his or her answer should be reviewed by the superintendent or his or her designee and attached to the file copy.

B. The administrator shall have the right upon request to review his or her personnel file.

C. Although the Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the administrator's inspection. Administrators' personnel files shall be maintained within the offices of the Superintendent of Schools.

D. Whenever any administrator is required to appear before the Board or any committee or member or agent thereof concerning any matter that may directly bear upon or adversely effect the continued employment of the administrator in his or her office position or recommendations regarding granting of salary increments pertaining thereto, the administrator is to be given prior written notification of such a meeting together with the causes and reasons for this meeting or conference. His or her representative may advise him or her and/or represent him during the meeting or interview.

E. The Association shall have the right to be present to protect the interests, not only of the individual involved, but also of the organization as the bargaining representative exclusively recognized.

F. Any complaint about an administrator serious enough for formal review by the Superintendent or Board must be made known to the administrator concerned. The administrator shall have the opportunity to respond to or rebut such complaint. He or she shall have the right to be present or represented at any meetings or conferences regarding the complaint.

A. Policy concerned with the evaluation of administrative personnel may be reviewed annually by the Association and the Board of Education. Recommendations for improving policy concerned with the evaluation of administrative personnel shall be made to the Board by the Association. The Association shall be consulted prior to any revisions in such existing policy which may be made by the Board.

ARTICLE V - EVALUATION

ARTICLE VI - BENEFITS

A. PROFESSIONAL ASSOCIATIONS. Administrators shall become members of professional associations. The Board shall encourage such memberships by reimbursing the administrators for the cost of comprehensive memberships in national, state, and local professional administrators associations, subject to the Superintendent's approval.

B. PROFESSIONAL CONFERENCES.

1. With the approval of the Superintendent of Schools each administrator may spend (5) days per year attending professional conferences. All administrators may attend a national conference each year. However, no more than two administrators may be out of the district at national conferences at one time.

2. At the request of the Superintendent of Schools and with the approval of the Board, each administrator may spend additional days per year attending professional conferences.

3. Upon return from the conference, within five (5) days, attendees shall submit a written review and evaluation of the conference to the Superintendent. The Superintendent may disseminate copies of the report as he deems appropriate. He may also require the attendee to conduct an in-service program for designated staff and/or Board members on the content of the conference.

4. An estimate of expenses shall be submitted in advance and approved by the Board in advance of the conference. Expenses may include room, meals, transportation and registration fees. Expenses shall not exceed the amount approved by the Board.

C. ACADEMIC TRAINING.

1. Administrators are encouraged to refresh and improve their academic training. Each administrator shall be reimbursed 100% of the cost of tuition, fees and books to a limit of 21 credits per year for the entire Association group as per the State University rate.

2. Courses shall have the prior approval of the Superintendent of Schools. Courses must be of direct benefit to the school district.

3. Payment shall be made upon the completion of the course and subject to receipt of a copy of the college transcript and a copy of the receipt by the Superintendent of Schools.

D. MEDICAL BENEFITS. Each administrator shall be entitled to the following medical benefits:

1. Each administrator shall be entitled to fourteen (14) days of annual sick leave with pay. Sick leave shall be accumulative.
2. Appearance in any legal proceedings connected with principal's employment or with the school district, with pay.
3. Time necessary for jury duty, with pay.
4. In each case, in the event of death of a spouse, parent, child, parent-in-law or child, up to five (5) days, with pay.
5. In each case, in the event of death of a grandparent, grandchild, brother or sister, brother/sister-in-law, up to three (3) days, with pay.

F. LEAVES OF ABSENCE. All administrators shall be entitled to the following leaves of absence during each school year subject to the provisions specified for each type of leave.

- E. INSURANCE BENEFITS. Each administrator shall be entitled to the following insurance benefits: A policy of the Board of Education that would cover costs to an administrator of expenses incurred due to an accident while using his or her personal car for business of the Board. Such expenses would include: (a) Surcharges added to the cost of automobile insurance of an administrator as an aftermath of an accident while on business of the Board; and (b) Extraordinary costs for insurance charged to an administrator as a result of the loss of an insurance policy as an aftermath to an accident while on business of the Board.

1. The Board shall pay for employee Hospitalization, Major Medical and extended coverage through Blue Cross or other N.J. approved insurance company providing benefits are at least equal to those of the N.J. Public School Employees State Health Benefit Plan. The Board will pay full family coverage for each eligible employee desiring the above. All employees hired on or after July 1, 2005 will be placed in the PPO insurance and remain there during their entire employment with the Sussex Wantage Regional Board of Education. All current employees of the Sussex Wantage Regional Board of Education hired before July 1, 2005 shall have the option of enrolling in the PPO Plan.
2. The Board shall pay for full family coverage for a dental plan, including orthodontic benefits (50/50 co-payment) with a 70/30 co-payment for basic benefits.
3. The Sussex Wantage Regional School District group plan for prescription insurance, which has co-payments of \$25 for brand name; \$20 for generic and \$0 for mail order.

If an administrator does not complete the two (2) years for reason other than death, a pro-rata share of the salary and benefits paid while on sabbatical leave must be paid to the school district if the Board so orders. In the event of the death of any administrator during the two (2) year period, there will be no obligation for the estate to repay any of the salary or benefits paid while on sabbatical leave if the Board so orders.

An administrator taking a sabbatical leave must sign a legal document agreeing to return to an administrative position in the district for at least two (2) years following sabbatical. If deciding not to return, all salary and benefits paid while on sabbatical leave must be paid to the school district if the Board so orders.

Upon return, an administrator shall be placed on the salary schedule at the level he/she would have achieved had he or she remained actively employed during his or her period of absence.

An administrator on sabbatical leave for one-half year shall receive the salary he or she would have received had he or she remained on active duty.

An administrator on sabbatical leave for one year shall receive half of the salary he or she would have received had he or she remained on active duty.

Request for sabbatical leave must be received by March 1 preceding leave for the next school year. However, a letter of intent must be presented by November 1 preceding the leave year.

Limit of one administrator at any one time who has completed a minimum of seven years of service in the district.

A sabbatical leave may be granted by the Board of Education for study subject to the following conditions:

- 6. Serious illness or accident in one's immediate family-up to three days with pay. Unused days of this nature are converted into accumulated sick days at the end of each school year.
- 7. Death of friend or relative outside of one's immediate family-up to one day with pay.
- 8. Personal day-up to two days with pay.
- 9. A sabbatical leave may be granted by the Board of Education for study subject to the following conditions:

10. In the event of the death of a teacher, administrator or student in the Sussex Wantage Regional School District, administrators shall have sufficient time off to attend the funeral with pay.

11. The Board shall provide for leaves of absence, in accordance with law and the policies of this Board, for any administrator of this district whose absence from duties will be required for a foreseeable event of disability such as childbirth or surgery.

a. Effect of Anticipated Disability Upon Employment.

(i) Notice. An administrator shall notify the Superintendent of the anticipated disability as soon as he or she is under medical supervision for the condition and a date is projected for the anticipated disability.

(ii) Certification of Fitness. The administrator shall present to the Superintendent a written statement by his or her physician of the employee's physical capacity to perform duties assigned at the time of notification.

The District need not assume that an administrator's statement or his or her physician's statement establishes fitness conclusively, but may require a review and examination by the school physician or a physician selected by the district and paid for by the Board.

In the event that the physician of an administrator shall be of a contrary opinion to that of the physician selected by the district, then the school physician and the employee's physician shall agree upon an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in the performance of duties and the Board shall incur the expense.

If as a result of such examination the administrator is found to be unfit to perform assigned duties, the administrator shall be placed on mandatory sick leave with such compensation to which he or she is entitled under the sick leave policies of this Board until proof of recovery satisfactory to the Board is furnished.

Refusal to submit certification of fitness as required by this policy shall be considered by the Board as grounds for dismissal.

b. Administrator's Request for Additional Leave for Reasons of Disability.

USE OF PERSONAL VEHICLE. Administrators shall be compensated by voucher for the use of personal vehicles in the course of performance of their duties within the district and for the purpose of travel outside the district to meetings, conventions, workshops and other professional purposes which are pre-approved by the Superintendent. Reimbursement shall be at the IRS rate and shall be submitted quarterly.

H.

- 2. Each administrator who has used only one personal day by the end of the fiscal year shall be given \$120.00 for the contract year or one accumulative sick day.
- 1. Each administrator who has not used any of the two available personal days of leave shall be given \$240.00 for the contract year or two accumulative sick days.

G. UNUSED PERSONAL LEAVE.

- 17. OTHER LEAVES FOR GOOD REASON. Upon application to the Superintendent and approval of the Board of Education-with or without pay.
- 16. CONTINUED ILLNESS. In case of continued illness, the Board will grant a leave of absence for one year from the termination of regular sick leave as stipulated in Article VI, Paragraph F1.
- 15. LIMIT TO TENURED EMPLOYEES. All extended leaves of absence are limited to tenure employees.
- 14. REQUEST FOR LEAVE. All requests for leaves, leave extensions or renewals must be applied for in writing to the Superintendent. Leaves recommended by the Superintendent must be approved by the Board and written notice of approval given to the administrator.
- 13. BENEFITS ACCRUED. All benefits to which a tenured employee was entitled at the time his or her leave of absence commenced shall be restored to him or her upon his or her return.
- 12. ADOPTION. Any administrator adopting an infant child may receive similar leave which shall commence upon his or her receiving defacto custody of said infant, or earlier if necessary to fulfill the requirement for adoption.

Any administrator may request disability leave of absence to commence before the Board requires that he or she leave or to extend to the end of the next succeeding academic year beyond the period of absence required by the Board following disability. Such request shall be accompanied by a written statement of the administrator's physician certifying that he or she is unable to perform the duties of his or her position. Such disability leave shall be subject to the policies of the Board for sick leave.

L. MENTORING REIMBURSEMENT. The Board agrees to pay the mentoring fees for any new administrator requiring mentoring. Fees shall be paid for out of the monies set aside in Article VI. C. - Academic Training. However, should the new administrator voluntarily leave the district prior to 3 years, the administrator shall reimburse the district for the mentoring fees prorated as follows: leaving after one (1) year of service the

If an administrator decides to change the decision to withdraw from a group insurance plan, reentry may be done only within the guidelines established by the insurance company concerned.

If an administrator is covered by the insurance of a spouse and if the spouse dies, the administrator shall be entitled to maintain enrollment at the group rate as provided by the rules of the insuring company.

2. Prescription Insurance at the current rate.

1. Dental Insurance at the current rate.

An administrator may opt to receive a cash payment in lieu of the benefits listed below at the rate listed.

K. VARIABLE BENEFITS

2. ESTATE BENEFIT. An administrator who dies before his or her contract period is completed shall have payment made to his or her estate for Unused Sick Leave. Payment shall be based on the per diem rate of the administrator's present contract salary.

Payment to each retiree shall not exceed:

\$18,800 in 2005-2006
\$18,800 in 2006-2007
\$18,800 in 2007-2008

1. UNUSED SICK LEAVE. An administrator who retires in order to receive immediate benefits in accordance with T.P.A.F regulations shall be eligible for payment for unused sick leave. To qualify for this benefit an administrator must have ten (10) years of service in the Sussex Wantage Regional School District. Payment, at the per diem rate of the retiring administrator, shall be based on one day of credit for every unused sick day.

J. SEPARATION FROM SERVICE.

I. CONTINUATION OF BENEFITS WHILE ON LEAVE. Administrators on leave without pay shall have the option to continue paying premiums for health/insurance benefits regularly provided by the Board at the group rate in accordance with the rules of the carrier.

administrator would reimburse 2/3 of the fee; leaving after two (2) years service, the administrator would reimburse 1/3 of the fee. Reimbursement shall be through payroll deductions.

ARTICLE VII - SALARY

A. 1. Administrators will receive the following salary increase over his/her current salary:

- a. \$3,130.00 for the year 2005-2006 school year (retroactive).
- b. \$3,250.00 for the year 2006-2007 school year, and
- c. \$3,370.00 for the year 2007-2008 school year.

2. Salary is based on a work year of 225 days for all administrators, directors and coordinators. No more than three (3) consecutive non-working days may be taken by an individual while school is in session. In regard to this provision, no more than one (1) administrator may be out for three (3) consecutive days at one time. It is expressly understood that such leave must be pre-approved by the Superintendent.

3. The Superintendent of Schools may grant administrators snow days at his/her discretion without charge to the administrators as non-working days.

4. Longevity shall be calculated by the amount of years of service in the district in any position, not just administrative.

5. The Board and Association agree that the Board has the discretion to set the salaries for newly hired administrative personnel; however, the following minimum guidelines will be in effect for the duration of this contract, July 1, 2005 through June 30, 2008:

Principal/Director	\$81,500.00
Assistant Principal	\$72,500.00
Curriculum Coordinator	\$75,900.00

B. For completed course work of MA + 15, MA + 30, and for the completion of an advanced degree such as Ed.D., Ph.D., administrators' salaries will be increased according to the following guidelines:

1.	MA + 15	Principals, Director, Curriculum Coordinator	\$3,000.00
	MA + 30	Principals, Director, Curriculum Coordinator	\$3,000.00
	Ed.D.	Principals, Director, Curriculum Coordinator	\$3,000.00
2.	MA + 15	Assistant Principal	\$2,500.00

MA + 30	Assistant Principal	\$2,500.00
ED.D	Assistant Principal	\$2,500.00

ARTICLE VIII - DURATION OF AGREEMENT

- A. The articles of this agreement shall be effective for the 2005-2006, 2006-2007, and 2007-2008 school years, commencing July 1, 2005 and terminating on June 30, 2008, except where it is specified otherwise.
- B. In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents and attested to by their representative secretaries.

THE SUSSEX WANTAGE REGIONAL
SCHOOL DISTRICT BOARD OF
EDUCATION

By: Arthur H. Jank

By: Juan M. Boyle

Date: 11/2/08

THE SUSSEX WANTAGE
ADMINISTRATORS ASSOCIATION

By: Christy J.

By: Barbara L. ...

Date: 11/2/08