

**AGREEMENT**

**BETWEEN THE**

**NEWTON BOARD OF EDUCATION**

**AND THE**

**NEWTON ADMINISTRATORS AND SUPERVISORS ASSOCIATION**

**JULY 1, 2006 TO JUNE 30, 2009**

## **PREAMBLE**

The Newton Administrators and Supervisors Association (NASA) and the Newton Board of Education (Board) recognize the burden that contract and salary negotiations place on both organizations. To be strongly divided on employment considerations may effectively impede or negate future relationships. Both organizations benefit from a close cooperative, mutually inclusive interchange. Employee protection via a legal document is mandated by statute.

The members of the Newton Administrators and Supervisors Association recognize its position as management. Inherent in that position is a mutually inclusive, positive relationship with the Board. The board, with management input, established policy which management administers and supervises. A mutually dependent relationship exists.

Accordingly, the Newton Administrators and Supervisors Association recognizes that:

- NASA members are management.
- NASA members are closely aligned in spirit and practice to the development of sound concepts in concert with the Board.
- NASA members are to work closely with and for the Board and consult with the Board on subjects of mutual concern.
- NASA members are an agent of the Board in implementing its policy.

Accordingly, the Board recognizes that:

- As management, NASA members are subject to varied managerial prerogatives inherent in the position. Management personnel are cognizant of their responsibilities and will expend sufficient time and energies relative to completion. For time consumed beyond the typical day, management will make no claim. For time reduced from a typical day, the Board will make no claim. Mutual trust exists.
- The Board/Superintendent will provide the NASA members appropriate updates on current issues, policies, and practices.
- The Board/Superintendent will meet with NASA representatives to review potential grievances and/or problems of NASA.
- Board/Superintendent contact with NASA is to be initiated through the NASA President.

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**ARTICLE I**  
**MEMBERSHIP**

**A. Unit Membership**

In accordance with Chapter 123, Public Laws of 1974, the Newton Board of Education recognizes the Newton Administrators and Supervisors Association, hereinafter known as “NASA”, as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all certified administrators and supervisors, whether under contract, on leave, on a per diem basis, employed by the Newton Board of Education, hereinafter known as the “Board”, including only those positions enumerated and any new supervisory title which shall be established by the Board.

- High School Principal
- Halsted Street School Principal
- Merriam Avenue School Principal
- High School Vice Principal
- Halsted Street School Vice Principal
- Merriam Avenue School Vice Principal
- High School Director of Pupil Personnel Services
- Vice-Principal for Athletics and Student Activities
- Supervisor of Child Study Team

**B. Definitions**

For purposes of clarity, a term crucial to the interpretations of this contract is defined below:

EMPLOYEE – When used hereinafter in this agreement, this term shall refer to all professional administrative/supervisory Employees represented by NASA in the negotiating unit as above defined.

## ARTICLE II

### Negotiation Procedure

#### A. **Deadline Dates**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of NASA members. Negotiations shall begin no later than December 1 and no earlier than November 1 of the calendar year preceding the calendar year in which this agreement expires. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) calendar days after the exchange of proposals by both parties. The exchanges of proposals by both parties will take place no later than November 15. The Board and NASA may mutually agree to an alteration of time.

#### B. **Negotiation Team Authority**

Neither party in the negotiations shall have control over 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.

#### C. **Maintaining Current Benefits**

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any Employee's benefits existing prior to its effective date.

This Agreement shall be effective upon ratification or July 1, 2006, and shall continue in effect until June 30, 2009 subject to NASA's right to negotiate over a successor agreement as provided herein.

## ARTICLE III

### Grievance Procedure

#### A. Definition

The term “grievance” means a complaint or claim that there has been an improper application, interpretation, or violation of any term or provision of this contract. Negotiated salaries ratified by the members of NASA are not grievable. However, with regard to the values found in columns “C” through “F” (see Salary Schedule in Article XVIII), such placement is grievable only if the grievance is undertaken prior to any negotiations of salaries.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise from time to time which may affect an Employee or NASA at any level of the procedure.

#### C. Procedure

##### 1. Filing a Grievance

A grievance may be filed by an individual Employee, a group of Employees, or by NASA, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.

##### 2. Failure to Communicate a Decision

Failure at any step to communicate the decision on a grievance within the specified time limitation shall be considered a denial of the grievance and permit the grievant to move the grievance to the next step in the procedure.

##### 3. Informal Attempt to Resolve a Complaint

An individual who has a complaint shall discuss it first with the individual’s immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is NASA, the initial discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of NASA within ten (10) calendar days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable. Extension of time may be mutually agreed to by both parties at any point during the procedure.

**4. Level One – Immediate Supervisor**

If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within ten (10) calendar days, the complainant shall set forth the complainant's grievance in writing to the immediate supervisor specifying:

- a. The nature of the grievance, clearly defined with reference to article and section of this contract,
- b. The nature and extent of the injury, loss, or inconvenience,
- c. The result of the previous discussion,
- d. Complainant's dissatisfaction with decisions previously rendered,
- e. Type of relief sought; i.e., verbal/written apology, verbal/written reprimand, etc.

**5. Level Two – Superintendent of Schools**

The grievant, no later than ten (10) calendar days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, restating the matter submitted to the immediate superior and the grievant's dissatisfaction with the decisions previously rendered, as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) calendar days. The Superintendent shall communicate the decision in writing to the grievant and the immediate supervisor.

**6. Level Three – Board of Education**

If the grievance is not resolved to the grievant's satisfaction, the grievant, no later than fifteen (15) calendar days after the receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted through the Superintendent who shall attach all related papers and forward the request to the Board. The Board or a committee thereof shall review the grievance and shall, at the option of the Board hold a hearing with the grievant and render a decision in writing within fifteen (15) calendar days of receipt of the grievance by the Board.

**7. Level Four – Arbitration**

If the decision of the Board, or its committee, does not resolve the grievance to the satisfaction of the grievant, notice of intent to proceed to arbitration shall be given to the Board through the Superintendent within fifteen (15) calendar days of receipt of the grievance by the Board.

Article III (continued)

The grievance, if not resolved by timely resort to the foregoing procedure, shall be subject to arbitration initiated and conducted under the rules of the Public Employment Relations Commission.

The arbitrator shall be limited to the submitted issues which fall within the scope of the contract. The arbitrator can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board. The opinion and award shall not be binding; however, will be considered by both parties.

Only the Board, or the aggrieved and appropriate officials of NASA shall be given copies of the arbitrator's opinion and award. This shall be given within thirty (30) calendar days of the completion of the arbitrator's hearings.

**8. Right to Representation**

Rights of Employees to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by the grievant, or, at the grievant's option, by representative(s) and/or an attorney selected and approved by the local, and/or state Association.

When a grievant is not represented by NASA in the processing of a grievance, only the grievant has the option of notifying NASA. NASA shall have the right to be present and indicate its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered when such is desired by the grievant. The grievant's choice to refuse representation must be submitted in writing to the Superintendent at each level of the grievance procedure.

The Board and NASA shall assure to the individual, freedom from restraint, interference, coercion, discrimination, or reprisal in presenting the individual's appeal with respect to the individual's personal grievances.

**9. Separate Grievance File**

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

**10. Meetings and Hearings**

No meetings or hearings conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

Article III (continued)

**D. Costs**

The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally. Any other costs shall be borne by the party incurring them.

Where, however, the grievant elects to proceed without NASA's concurrence, the costs shall not be borne or shared by NASA or the Board.

Time lost by any grievant and/or grievant's representatives(s) due to arbitration proceedings shall not be charged to any leave time granted under this Agreement nor shall there be any loss in pay when the grievant is supported by NASA.

## ARTICLE IV

### Supervisory Employee Rights

#### A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right to freely to organize, join and support NASA for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any supervisory Employee with respect to hours, wages, or any terms or conditions of employment by reason of Employee's membership in NASA; Employee's participation in any activities of NASA; collective negotiations with the Board; or Employee's institution of any grievance, complaint or preceding under this Agreement, or otherwise with respect to any grievance, complaint or preceding under this Agreement, or otherwise with respect to any terms or conditions of employment.

#### B. Statutory Savings Clause

Nothing contained herein shall be construed as to deny or restrict to any Employee such rights the Employee may have under New Jersey School Laws or other applicable laws and regulations.

#### C. Required Meetings or Hearings

Whenever any Employee is required to appear before the Superintendent, Board or any committee thereof concerning any matter that could affect the status of Employee's employment, the Employee shall be given prior written notice of the reasons for such meeting or hearing and shall be entitled to a representative(s) of NASA present to advise and represent the Employee during such meeting or hearing.

#### D. Criticism of Supervisory Employees

Any criticism by a superior or Board member of an Employee shall be made in confidence and not in the presence of teachers, parents, students, or at a public gathering.

Any formal complaints referred to in Section C above regarding an Employee made to a superior or Board member must be made in writing. The Employee shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by NASA at any meetings or conferences regarding such complaint.

## **ARTICLE V**

### **Association Rights and Privileges**

#### **A. Information**

The Board agrees to furnish to NASA in response to reasonable requests from time to time, all information prepared for and/or available to the public, and such other public information that shall assist NASA in developing programs on behalf of the Employees together with information which may be necessary for NASA to process any grievance.

#### **B. Release Time for Meetings**

Whenever any member of NASA is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, said member shall suffer no loss in pay and/or benefits.

#### **C. Use of School Buildings**

Representatives of NASA shall be permitted to transact official NASA business on school property. NASA meetings will not be held during the normal hours when students are attending classes.

#### **D. Use of School Equipment**

NASA shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. NASA shall pay for the reasonable cost of all materials, supplies and equipment incident to such use.

## **ARTICLE VI**

### **Evaluation**

#### **A. Right to Full Knowledge**

The Board and the Superintendent shall subscribe to the principle that an Employee has the right to full knowledge regarding the judgment of the Employee's superiors respecting the effectiveness of the Employee's performance and that, further, the Employee is entitled to receive such recommendations that will assist the Employee in increasing the effectiveness of the Employee's performance.

#### **B. Frequency of Review**

The Superintendent shall establish procedures that will ensure a minimum of one written evaluation per year for each tenured Employee and a minimum of three for each nontenured Employee. Said evaluation(s) shall be based upon the Employee's job description and be completed no later than April 1 of the contract year.

#### **C. Evaluation Procedures**

##### **1. Copies of Reports**

Each Employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to the Employee. No written evaluation may become part of any Employee's personnel file without the Employee's signature. Further, each Employee shall receive a copy of each written evaluation.

##### **2. Right of Employee to Respond**

A conference shall be arranged between the evaluator and the Employee as soon as possible after receipt of the evaluation by the Employee in compliance with NJAC 6:3-1.21. At such time, the Employee is entitled to have a response to the evaluation heard and appended to the evaluation report.

##### **3. Notice of Contract Renewal**

Each nontenured Employee shall receive written notice, prior to May 15 of each contract year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

## **ARTICLE VII**

### **Leaves of Absence**

#### **A. Sick Leave**

##### **1. Cumulative**

All full-time, ten and one-half month Employees shall be entitled to ten and one-half (10 ½) days sick leave per year. All full-time, twelve-month Employees shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

##### **2. Separation Benefit**

- A. Any Employee retiring after 25 years of service in education will be reimbursed for accumulated sick leave at the rate of one half the current daily teacher substitute rate.
- B. Fifteen of the 25 years must have been served in the Newton School District or 10 years served as a district administrator.
- C. The maximum number of days to be credited for the purposes of calculations under this provision is two hundred (200) days.
- D. Payment shall be made by separate check on the fifteenth (15<sup>th</sup>) day of the month following retirement, or in the month of January following retirement.

##### **3. Severance Pay**

Employees, at retirement, will receive three hundred (\$300) for each year up to a maximum of twenty (20) years served as an administrator in the Newton School District. This severance pay will be granted for each year a full increment was received as an administrator and will not be included in the final contract salary. Payment shall be made by separate check on the fifteenth (15<sup>th</sup>) day of the month following retirement, or in the month of January following retirement.

#### **B. Temporary Leaves of Absences**

All full-time Employees shall be entitled to the following leaves of absences with pay during the school year.

**1. Death in Family**

In the event of a death in the immediate family, an allowance of up to four (4) days leave shall be granted. "Immediate family" shall be husband, wife, child, stepchild, father, mother, brother, sister, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law or any member of the Employee's immediate household. This leave may be extended by use of vacation days.

**2. Funerals**

An allowance of one (1) day shall be granted to attend the funeral of other relatives of the Employee. This leave may be extended by the use of vacation days.

**3. Jury Duty**

In case of required jury duty, an Employee shall be allowed time off for jury service with no reduction of pay.

**4. Legal**

In case of a required appearance in a court of law involving the Employee, the Employee shall be granted time off without reduction of pay for such appearance, provided the Employee is not a party in the action.

**5. Professional Conferences**

Each Employee shall be encouraged with prior approval by the Superintendent, to attend national and state professional conferences or meetings without a reduction of pay. Expenses incurred by Employees as a result of their attendance and participation in these meetings shall be paid by the school district as per Bylaw 9250.

**6. Snow Days**

Administrators do not have to report to school when closed for inclement weather as long as all work is complete (as determined by building principal or designee).

**7. Compensatory Time**

Compensatory time will be granted when an Employee works on a scheduled holiday designated on the 12-month Staff Holiday Calendar or on a flex day during the summer. Compensatory time accumulated during the school year must be used by September 1 of the following school year. Administrators required to attend/supervise an overnight trip, Saturday and/or Sunday will receive a comp day not to exceed four days per year. Two days may be approved at the building level and the remaining two must be approved by the Superintendent or designee.

**C. Extended Leaves of Absence – All leaves will be in compliance with State and Federal Leave requirements.**

**1. Maternity**

**A. Natural Birth**

The Board shall grant maternity leave to a tenured Employee upon request subject to the following stipulations and limitations:

- (1) Maternity leave shall commence on the date requested by the Employee and the date of return shall not exceed two (2) years from the July 1 subsequent to the beginning of the leave.
- (2) Any Employee granted maternity leave shall at her request be restored to a position of equal administrative level.
- (3) The Board shall not remove any Employee from her duties during pregnancy unless the Employee cannot produce a certificate from her physician that she is medically and physically able to continue to perform her normal duties.
- (4) The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et seq., The Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.

**B. Adoption**

Any tenured Employee adopting a child shall receive leave in accordance with item 1a of this Article, which shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption.

**C. Paternal Leave**

A male Employee shall be granted five (5) days with pay during and/or following the period in which his child is born or adopted.

**2. Illness in Family**

A leave of absence with pay up to three (3) days will be granted for the purpose of caring for a sick member of the Employee's immediate family. Additional leave may be granted at the discretion of the Board.

Article VII (continued)

**3. Good Cause**

Other leaves of absence with pay may be granted by the Board for good reason with the recommendation of the Superintendent.

**4. Continuation of Benefits While On Leave**

Employees while 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.

**5. Return From Leave**

All benefits to which an Employee was entitled at the time the Employee's leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to the Employee upon the Employee's return, and the Employee shall be assigned to the same position which the Employee held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

**6. Extensions and Renewals**

All extensions or renewals of leaves shall be applied for and granted in writing.

## ARTICLE VIII

### Sabbatical Leave

**A. The Board may grant a sabbatical leave to no more than one Employee every three years subject to the following conditions:**

1. The Employee has completed fifteen (15) years of service education, ten (10) years of which have been served in the Newton School District and five (5) years of which have been served as a Newton Administrator/Supervisor prior to submitting a request for sabbatical leave.
2. Requests for sabbatical leave must be received by the Superintendent in writing prior to January 31 of the preceding school year.
3. Requests for sabbatical leave shall state with particularity the nature and purpose of the leave.
4. The Board shall inform each candidate in writing of its acceptance or denial for a sabbatical leave by March 31 of the preceding school year.
5. Employees may take sabbatical leave for a full school year and shall be paid fifty percent (50%) of their total salary for that full year period, or one-half at one hundred percent (100%).
6. An Employee on sabbatical leave shall be paid in the same manner as if Employee in the school district. Upon returning from sabbatical leave, the salary shall be that of the step on the schedule that the Employee would have received had the Employee not been absent from service in the district. If the Employee qualified for a higher designation on the salary guide, the proper transfer will be made.
7. At the expiration of the leave the Employee will be reinstated in the same or a comparable position to the one Employee held at the time the leave was granted.
8. The Employee shall agree to return to service in the Newton School District for a period of not less than three (3) school years after the sabbatical leave. Any Employee who receives a sabbatical shall sign an agreement in which he/she commits to work at least three (3) more full contractual years in the Newton School District. The Employee shall specifically agree that failure to abide by the terms of the agreement shall require full repayment to the Board of salary received during the sabbatical leave.

Repayment of all salary must be made within a period of three (3) years. The obligation upon return shall be waived upon a certified physical disability of the Employee. The disability may be certified by medical authorities selected by the Board.

Article VIII (continued)

9. Upon being granted a sabbatical leave, the Employee shall sign an agreement requiring that within ninety (90) calendar days following return from sabbatical leave, the Employee shall submit a concise report of the results of Employee's leave to the Superintendent. The report shall contain:
  - A. An account of activities during the leave.
  - B. A statement of progress made on the sabbatical study program as proposed in the application together with an explanation of any significant changes made in the program.
  - C. A statement of future activity related to the sabbatical leave study program, including plans for completion of the program or application of new knowledge.
- B. All rights and benefits to which an Employee would be entitled at the time Employee's leave commenced shall be restored to the Employee upon the Employee's return and the Employee shall be assigned to the same position which the Employee held at the time said leave commenced, if available or, if not, to a substantially equivalent positions.
- C. Any Employee on leave with pay shall receive the same fringe benefits granted to actively employed Employees.

## **ARTICLE IX**

### **Vacation**

#### **A. Time Allotted**

Annual vacation for NASA members shall be taken within the contract year at the discretion of the individual Employee. The same to be allocated as follows:

1. Twelve-month Employees will be granted twenty-five (25) days of vacation per year, to be earned at a rate of 2.08 days per month worked.
2. Ten and one-half month Employees will be granted twelve (12) days of vacation per year.

#### **B. Banking Time**

Twelve month Employees may bank a maximum of eight (8) days per year to a maximum of fifty (50) days. Administrators who had 60 days banked as of June 30, 2003 shall be able to maintain those days. Administrators shall be entitled to sell back two vacation days at the current per diem rate during 2006-2007 and 2007-2008, and three days per year for the 2008-2009 school year. The request must be in writing to the Superintendent no later than June 1<sup>st</sup> of the current year. Ten and one-half month Employees may bank a maximum of three (3) days per year to a maximum of thirty (30) days.

#### **C. Paid Holidays**

The master calendar, developed in conjunction with the NASA, shall contain twelve (12) paid holidays associated with national holidays and/or the NJEA convention. The exact date of these paid holidays will be established yearly after a review of the 12-month Staff Holiday Calendar, subject to Board approval.

#### **D. Separation from Service**

1. An Employee who dies before Employee's contract period is completed shall have payment for vacation days given to Employee's estate to be calculated at the per diem rate of Employee's present contract.
2. An Employee who resigns or retires in good standing during the contract year shall receive cash payment for vacation days to be calculated at the per diem rate of Employee's present contract.

## **ARTICLE X**

### **Administrative Vacancies**

#### **A. Posting of Vacancies**

A notice of vacancy in an administrative position shall be posted in each building for a maximum of ten (10) calendar days.

## **ARTICLE XI**

### **Transfer of Administrator/Supervisor**

#### **A. Involuntary Transfer**

When transfer of Employees is being considered by the Board, every effort shall be made to provide a smooth transition and to guarantee that all aspects of a thorough and efficient management procedure shall be safeguarded. Transfers shall, therefore, follow these procedures.

1. Any Employee who is to be transferred to a position in a category in which the Employee has not served previously, shall be given as much advance notice as possible.
2. The Employee may be given financial support by the Board to take any necessary courses to strengthen or improve Employee's background in the area of the new assignment on the recommendation of the Superintendent.
3. The Employee may request a particular secretary to serve with the Employee in the new position, and the Board will give the request full consideration.

#### **B. Voluntary Transfers**

A request will be considered if:

1. A vacancy exists.
2. The qualifications of the Employee involved meet the requirements of the available position in terms of professional preparation, experience and certification.

#### **C. Procedure for Processing Transfer Requests**

1. The request for transfer shall be submitted to the Superintendent for endorsement.
2. The Superintendent shall acknowledge receipt of the request and schedule an interview with the Employee/candidate.
3. The Superintendent shall inform the Employee – candidate of the final decision in writing.

## **ARTICLE XII**

### **Curriculum Determination**

#### **A. Initiating Proposals**

Proposals for curriculum change can be initiated by professionals of any level of responsibility.

#### **B. Approving Proposals**

Before the Board considers any curriculum change, all Employees affected by the change shall review and make recommendations in reference to the proposal.

## **ARTICLE XIII**

### **Professional Development**

#### **A. Professional Dues**

The Board recognizes the value of professional organizations and agrees to pay, with the permission of the Superintendent, the dues for Employees who join professional organizations of their choice.

#### **B. NJPSA Annual Dues**

The Board agrees to pay the NJPSA (New Jersey Principals, Supervisors Association) annual dues for each member. The amount paid for each member shall not exceed \$750.00.

#### **C. Reimbursement of Tuition, Fees and Books**

##### **1. Reimbursement**

The Board shall reimburse Employees for all tuition, fees, and book costs for in-service training and/or courses requested and approved by the Superintendent and the Board.

- A. Beginning July 1, 1990, upon program approval by the Superintendent, the Board will provide yearly tuition reimbursement at the current state college rate for credits taken leading to a doctorate degree in an educational or administrative area. Upon completion of the degree, a commitment will be made to work in the district three years. Twenty-five percent of reimbursement must be returned to the Board for each year up to three years if Employee leaves the district.
- B. Reimbursement shall follow within (60) days of submission of an itemized voucher.

**ARTICLE XIV**

**Insurance Protection**

**A. Full Health Care Coverage**

All Employees and their dependents will be covered for health insurance, major medical and a family dental plan at Board expense, upon written application to the Board Secretary for such coverage. Administrators employed starting in September 2003 shall be provided Direct Access medical insurance for the employee and their families, until the start of their fourth year of employment, at which time they shall be afforded the same insurance options available to other bargaining unit members. The Board has the right to contract a policy that mandates hospitalization, precertification, and mandatory second surgical opinion. The level of benefits provided will be at a level substantially similar to that in effect in the 1993-94 contract year, except that the deductibles shall be changed to:

|            |       |
|------------|-------|
| Individual | \$200 |
| Family     | \$300 |

The Board will pay employees who waive their health insurance thirty-five percent (35%) of the current annual Direct Access premium for that employee.

The threshold for receiving insurance shall be changed from twenty (20) hours per week to twenty-five (25) hours per week. Any bargaining unit members currently working less than twenty-five hours and receiving medical insurance will continue to receive it unless their work hours should be decreased to less than twenty hours.

The dental insurance benefit will have an annual maximum of \$1,500 as of January 1, 2004.

Effective July 1, 2006, any administrator enrolled in the traditional health plan will pay a monthly co-pay of \$50; Direct Access participants do not have a monthly co-pay towards the cost of the plan.

**B. Physical**

The Board encourages an annual physical of Employees and shall provide up to \$100 toward the cost of same upon submission of appropriate documentation to the Superintendent. Reimbursement by the Board shall not exceed the amount denied by insurance.

## **ARTICLE XV**

### **Protection of Employees and Property**

#### **A. Assault**

##### **1. Legal Assistance**

The Board shall give full support, where permitted by law, including legal and other assistance, for any assault upon the Employee while acting in the discharge of Employee's duties.

##### **2. Reimbursement for Personal Property Damage**

Upon request, the Board shall consider reimbursing employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an Employee while the Employee was acting in the discharge of Employee's duties within the scope of Employee's employment.

##### **3. Medical**

Upon request, the Board shall consider reimbursing an Employee for the cost of medical, surgical and/or hospital services incurred as the result of any injury sustained in the course of Employee's employment. The reimbursement will be for that amount not covered by the existing medical plan.

## **ARTICLE XVI**

### **Deductions From Salary**

#### **A. Association Payroll Dues Deduction**

1. The Board agrees to deduct from the salaries of its Employees dues for any one or combination of associations as said Employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Law of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. The person designated shall distribute such moneys to the appropriate association or associations.
  
3. Each of the associations shall certify to the Board, in writing, the current rate of its membership due. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

#### **B. Tax-Sheltered Annuity**

Any Employee may authorize the Board to make deductions for the purpose of tax-sheltered annuities pursuant to the provisions of R.S. 18A:66-127, et. seq.

## ARTICLE XVII

### Miscellaneous Provisions

#### **A. Participation in Policy Making**

Employees will be consulted and given an opportunity to participate in the development of pertinent policies and procedures.

#### **B. Use of Personal Vehicles**

All Employees who may be required to use their own vehicles in the performance of their duties shall be reimbursement at the current district rate per mile.

#### **C. Involuntary Reduction of Administrator/Supervisor**

There shall be no reduction in Administrator/Supervisor staff, except for good cause (18A:28-9). In the event of reduction of Administrator/Supervisor staff, every attempt will be made to place the Employee in a professional position within the district. No person outside the district shall be employed in a position of which an individual who is affected by a reduction in Administrator/Supervisor staff is certified. Seniority rights must be in place relative to any reduction in force.

#### **D. Administrator's/Supervisor's Right to Know**

Cases will arise whereby situations and/or statements may be made regarding a school and/or administrator/supervisor. In all said situations, the administrator/supervisor will be entitled to due process regarding the complainant and all aspects related to the situation.

#### **E. Notice**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing.

#### **F. Assignment of Additional Role Responsibility**

In the event an administrator assumes an extra role, job function, responsibility, or the role of another administrator, the administrator may be reimbursed for the additional role responsibility.

If an administrator is requested to perform duties other than what is listed in the job description or to assume duties above and beyond the normal administrative workload, said administrator may be reimbursed. Said administrator is to be reimbursed for the additional workload beginning on the fourth workday. The rate of reimbursement is to be negotiated with the Employee at the time extra duties are assumed.

#### **G. Administrators will give a sixty (60) day written notice or retirement or resignation.**

**ARTICLE XVIII**  
**Salary Schedule**  
**2006-2009**

|                  |                                     |
|------------------|-------------------------------------|
| <b>2006-2007</b> | <b>4.25% Total Package Increase</b> |
| <b>2007-2008</b> | <b>4.00% Total Package Increase</b> |
| <b>2008-2009</b> | <b>3.90% Total Package Increase</b> |

**ARTICLE XIX**

**Legality of Agreement**

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

*IN WITNESS WHEREOF*, the parties hereto have caused this Agreement to be signed by their respective presidents and attested to by their respective secretaries.

The Newton Administrators & Supervisors Association

The Newton Board of Education

By: \_\_\_\_\_  
Kurt Walton, President

By: \_\_\_\_\_  
Mark Fiedorczyk, President

By: \_\_\_\_\_  
James Tasker, Negotiations

By: \_\_\_\_\_  
Donna C. Snyder, Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

