

**SAYREVILLE BOARD OF EDUCATION AND
SAYREVILLE PRINCIPALS ASSOCIATION AGREEMENT
July 1, 2008 through June 30, 2011**

This agreement, made this 1st day of July, 2008, between the Board of Education, for the School District of Sayreville in Middlesex County, New Jersey (hereafter referred to as the "Board", and the Sayreville Principals Association (hereafter referred to as the "Association") witnesseth that:

The Board and the Association agree to the following terms and conditions of employment for the fiscal year July 1, 2008 to June 30, 2011. Negotiations for a successor agreement shall commence no later than October 30, 2010.

**ARTICLE I
RECOGNITION**

The Board hereby recognizes the Sayreville Principals Association as the exclusive negotiation agent for all its members. The Sayreville Principals Association is composed of all district Principals, Vice Principals, the Director of Special Services, the Director of Research and Planning, and the Athletic Director.

**ARTICLE II
NEGOTIATION PROCEDURES**

1. The Board's representatives will meet with the Association's representatives for the purpose of discussions and reaching mutually satisfactory agreements.
2. Upon request of either party for a meeting to open negotiations, a mutually acceptable date shall be set within fifteen (15) calendar days following such requests. All issues proposed for discussion shall be submitted by the Association to the Board or its delegated representatives at the first meeting. The second meeting and all necessary subsequent meetings shall be called at times and in a place mutually agreed upon by the parties and with the minimum possible time between meetings.
3. Negotiating teams will continue to meet for the purpose of freely exchanging facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement.
4. It is agreed that the Association shall be afforded the opportunity to review and express opinions in terms and conditions of employment that are negotiated with other units in matters that reflect upon the function of administrators, e.g., school calendar.
5. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing. All agreements shall take full force and effect upon ratification by the Association and the Board of Education.
6. Any section of this article may be altered or suspended by mutual agreement.

**ARTICLE III
GRIEVANCE PROCEDURE**

1. Definition: a grievance is a claim based upon the interpretation, meaning or application of any of the provisions of this agreement.
2. Step 1: The Association member(s) with a grievance shall first discuss the grievance with the Superintendent with the objective of resolving it informally.
3. Step 2: If the Association or the aggrieved person is not satisfied with the disposition of the grievance at step 1, or if no decision has been rendered within ten (10) working days after the

grievance was delivered to the Superintendent, he/she may, within five (5) working days after the decision by the Superintendent, or fifteen (15) working days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit the grievance to the Board of Education. The Board of Education, within twenty (20) working days after receipt of said grievance, will set forth in writing its decision.

ARTICLE IV

GRIEVANCE PROCEDURE PARTICIPATION

The Association shall be required to comply with the conditions of Article III, grievance procedure level one, of the current SEA-Board of Education agreement. Further, the affected Association member(s) shall be expected to be present at Level Two and Level Three of the above-mentioned Grievance Procedure.

ARTICLE V

PROFESSIONAL IMPROVEMENT

1. Course Reimbursement

The Board will provide reimbursement for up to nine (9) credits per year for courses taken during a year. Each credit shall be reimbursed up to the Rutgers the State University rate. Applications for course reimbursement must be approved by the Superintendent before course registration is made. Reimbursement shall be provided when evidence that the approved course was taken and successfully completed is submitted to the Superintendent of Schools. At the discretion of the Superintendent reimbursement for additional credits beyond the nine (9) credit limit may be approved.

Any administrator who is reimbursed by the district for course credits will be subject to a two (2) year commitment to the district. If the administrator resigns or retires, s/he will be obligated to pay the full amount of the reimbursement back to the district. Exceptions to this article will be made in the event of extenuating circumstances as determined by the Superintendent of Schools. These circumstances will include, but not be limited to, family or medical emergencies and spousal transfers.

2. Professional Meetings and Conferences

The Board and the Association mutually agree that members of the Association shall be allowed to attend conferences in accord with the reimbursement policy of the Board upon recommendation of the Superintendent.

3. Membership in Professional Organizations:

Membership fees will be provided for professional organizations at the discretion and approval of the Superintendent, in an amount not to exceed \$1,000.00 per contract year. Memberships shall be in such organizations that the Principal deems necessary to maintain and/or improve his/her professional skills.

Administrative costs for principal training assessment required by the State shall be paid (one-time) by the Board in the amount not to exceed \$1,100.

ARTICLE VI

SABBATICAL LEAVE

Request for sabbatical leave may be granted to an association member by the Board of Education for educational purposes. To be eligible, one must show proof of matriculation for a Doctorate degree program subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be limited to two (2) Association members at one time, one elementary, one secondary.
2. Requests for sabbatical leave must be received by the superintendent in writing no later than February 1st, and action must be taken on all such requests no later than May 1 of the school year preceding the school year for which the sabbatical leave is requested.

3. The applicant must have seven (7) years experience in the Sayreville School System.
4. The Association member on sabbatical leave for a full school year shall be paid by the Board at 50 percent of the salary rate, which he/she would have received if he/she had remained on active duty.
5. Upon return from sabbatical leave, an Association member shall retain salary, seniority, retirement, and tenure rights as if he/she were regularly employed.
6. The recipient of a sabbatical leave shall agree in writing to return to the Sayreville school district for a period of at least two (2) years after the leave. Failure to comply with this condition will require reimbursement of salary received during such leave.
7. Final selection of recipient shall be made by the Superintendent of Schools and require approval by the Board of Education.
8. The recipient of sabbatical leave shall prepare and submit written reports for evaluation of the educational work or research undertaken during the leave. Number of frequency of written reports submitted to the Board of Education will be determined by the Superintendent and will depend on the course of study being pursued by the candidate.
9. Should the recipient not receive his/her Doctorate within two (2) years after returning to the Sayreville School District, he/she is to reimburse the Board 50 percent of the pay he/she received while on sabbatical.

ARTICLE VII
INSURANCE PROTECTION, FRINGE BENEFITS AND SICK LEAVE

1. **Insurance Protection**

A. **Health Benefits**

Effective July 1, 2008 the Board shall provide the Healthcare Insurance designated below:

- A Preferred Provider Organization (PPO) Plan will be offered to all eligible employees and their dependents for the July 1, 1998 to June 30, 1999 year. Thereafter, 20% of any premium rate increase from the Insurance Company will be paid by the employees. The Board will pay the remainder of the premium until June 30, 2011. The PPO Plan office visit copay will remain at \$ 15.00. As of July 1, 2007, the new employee contribution schedule will be based on 20% of the difference between the July 1, 2004 PPO PLAN Base Rates and the July 1, 2007 policy period rates. The employee contributions will be frozen until June 30, 2010. Effective June 30, 2010 contributions will be 20% of the difference between the July 1, 2007 policy period rates and the July 1, 2010 policy period renewal rates
- A Point of Service (POS) Plan will continue to be offered to all eligible employees as an alternative to the PPO Plan above at no extra cost to the employee. If in any subsequent year, the POS Plan rates exceed the 1998-99 PPO Plan rates, employees will be required to pay 20% of the premium that exceeds the 1998-99 PPO rates. Effective July 1, 2005, the POS Plan employee contributions will be eliminated and the POS Plan will be provided free to employees, as long as the average cost of the POS Plan remains below the average cost of the HMO Plan. The average cost of both the POS and HMO Plans will be calculated as follows: Add all four (4) monthly rate tiers (i.e. Single, Parent/Child[ren], Employee/Spouse, Family) and divide by four to determine the average monthly plan cost of each Plan separately. If at any time the POS Plan average monthly cost exceeds the HMO Plan, employees will be required to pay 20% of the difference for their enrollment tier.
- The existing Aetna, Inc. HMO will continue to be offered at no cost to the employee. If at any time there are less than five (5) employees enrolled in this plan, the Board will have the right to

cancel the Plan as of the following July 1st. The employee will be required to pay the difference in the premium, if any, between the PPO Plan and the Aetna, Inc. HMO.

-- The Pre-Admission Certification Review maximum penalty is \$400 per incident

B. Dental Plan

Effective July 1, 2008, each employee shall receive dental coverage from Horizon Healthcare Dental Services, which includes a Dental Maintenance Organization Plan. The Board has the right to change dental carriers at any time so long as the new carrier provides the same or better coverage than the Traditional portion of the Dental Plan only. The dental plan will continue for the term of the agreement expiring July 1, 2010.

C. Prescription Plan

Prescription Drug Benefits will only be provided if the employee elects to enroll in the Prescription Drug Plan and pays the required employee contributions.

As of June 30, 2007, employee contributions for the Prescription Drug Plan will be required as follows: 40% of the annual cost that exceeds \$ 900 per covered employee. The Prescription Drug co-payments will increase to Brand \$ 20, Generic \$ 10, Mail Order \$ 5.

D. The Board reserves the right to change insurance carriers at any time, provided that the coverage provided by the new insurance carrier is equal to or better than the current plans.

E. The Board shall reserve the right to consider other plans, subject to Article II of this Agreement.

F. Employees who waive their right to receive health insurance (whether PPO POS or HMO coverage), and prescription benefits will receive payment in lieu thereof as follows:

- \$3,000 for waiver of family coverage
- \$2,500 for waiver of parent/child or husband/wife coverage
- \$2,000 for waiver of single coverage

Employees electing to waive such coverage and benefits must first provide the Board's Business Administrator/Board Secretary with proof of other health insurance coverage for the employee and the employee's dependants.

2. FRINGE BENEFITS

A. Personal Absence

All Association members are entitled to four (4) days with pay for personal business, which requires absence during working hours. The applicant need not be required to state the reason for taking such leave, other than it is being taken under this section.

The applicant must submit and receive approval from the Superintendent three (3) days before taking such leave.

Regulations in this paragraph may be waived in case of an emergency. Unused personal days will be transferred to the individual's sick leave at the end of each school year.

B. Other Personal Absence

1. An allowance of five (5) bereavement days for a spouse, partner in civil union, child, mother, father, stepparents, stepchildren, siblings will be granted without deduction in pay in case of death provided the leave can be taken within ten (10) days. Three (3) days for father-in-law,

mother-in-law, grandfather, grandmother, and grandchildren, provided these could be taken within seven (7) days. An allowance of one (1) day will be granted without deduction in pay in case of death of brother-in-law, sister-in-law, and son/daughter-in-law.

2. Personnel absenting themselves and failing to comply with the procedures delineated above will be deducted 1/240 of the annual salary for such day's (days') absence(s).
3. Other leaves of absence with pay may be granted by the Board for good reason. Personal leave shall be in addition to any sick leave to which the association member is entitled.
4. An allowance of one (1) working day for attendance at delayed funeral services in the above-mentioned categories, under extenuating circumstances, may be granted at the discretion of the Superintendent.
5. Twelve (12) month employees hired after July 1 of any year, shall be entitled to one (1) personal day with pay for every three (3) months of employment prior to July 1 of that succeeding year, with the exception that this accrued personal time shall not exceed four (4) days. A twelve (12) month employee who is employed more than fifteen (15) workdays in any month shall have met the requirement for a full month's employment for the purposes of vacation day accrual only.

C. Maternity Leave

Personnel requiring time off for reasons of maternity are required to request such leave of the Board of Education in writing through the Superintendent as soon as the need is deemed necessary, but not less than sixty (60) days prior to the leave's taking effect.

A normal maternity leave shall be one year from the effective date of the leave ending on the next first day of September following the full year. By the prior April 1, the leave recipient shall submit, in writing, to the superintendent her intention of returning to the system.

Maternity leaves, as described above, are granted only to employees under tenure.

In the case of an unusual pregnancy or birth, the Superintendent may, with the approval of the Board, terminate the leave earlier than specified providing an administrative position is available within the recipient's certification.

Maternity leave policy shall be in accordance with applicable law.

- D. Other leaves of absence may be granted by the Board for good reason.
- E. All benefits to which an association member was entitled at the time a leave of absence commenced, including unused accumulated sick leave and credits towards sabbatical eligibility, shall be restored to the association member upon return.

All applications for extensions or renewals of leaves shall be in writing.

Personnel leaving for maternity purposes shall have extended insurance coverage until termination of pregnancy.

- F. Longevity increments will be paid each year as per the following guide based on continuous service in the Sayreville School District.

<u>Start of Service Year</u>	<u>2008 – 2009 Increment</u>	<u>2009 – 2010 Increment</u>	<u>2010 - 2011 Increment</u>
7	1000	1000	1000
12	1200	1200	1200
16	1600	1600	1600
20	2000	2000	2000
25	2200	2200	2200
30 plus	2400	2400	2400

For all individuals, the term “years” refers to years of completed employment prior to December 31st. If the years of employment are completed after December 31st, the stipend shall be payable on July 1st of the following year.

G. Mileage

Personnel required to utilize personal vehicles in the conduct of school business shall be reimbursed in accordance with the provisions of N.J.S.A. 18A:11-12, et seq. and the regulations promulgated thereunder.

H. Meal Allowance

Any Association member required to attend meetings or school functions directly related to school business but after working hours will be entitled to a meal allowance not to exceed ten (\$10) per day/night unless otherwise provided for in statute or regulation.

I. Reimbursement for School Business

Any Association member required to attend meetings or school functions directly related to school business will be entitled to reimbursement in accordance with the provisions of N.J.S.A. 18A:11-12, et seq. and the regulations promulgated thereunder.

3. OTHER BENEFITS

A. Sick Leave

Association members shall be entitled to twelve (12) sick days each year, which can be used for immediate family illness. Days used for immediate family illness will be limited to days accrued in the current year. Immediate family shall be defined as parent, stepparent, spouse, partner in a civil union, child, or stepchild. Any policy in effect that governs sick leave for an employee will also apply in the case where an association member is absent due to an immediate family illness.

1. Twelve (12) month employees hired after July 1 of any year, shall be entitled to one (1) sick day with pay for every month of employment with the exception that this accrued sick time shall not exceed twelve (12) days. A twelve (12) month employee who is employed more than fifteen (15) workdays in any month shall have met the requirement for a full month's employment for the purposes of vacation day accrual only.

Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Retirement Benefits

An Administrator, with 15 years of continuous service in the Sayreville School System with a good attendance record, shall receive a retirement award of .7% of his/her final annual salary for each year of service in the District. For example, if the Administrator's final salary is \$120,000, and the Administrator has 15 years of service in the District at the time of his retirement, s/he would be entitled to a retirement award of .7% of \$120,000, which is \$840.00, times 15, which is \$12,600.00, if s/he achieves a good attendance record. A good attendance record shall be defined to mean maintaining an average of 60% of his accumulated leave days per year during the term of his employment contract with the Board in effect during the last year of his/her employment by the Board. If the Administrator's attendance falls below 60% of accumulated leave days for the last fifteen (15) years of service, s/he shall receive \$75.00 per day for each remaining leave day. In order to receive an attendance retirement reward in the year following retirement, timely notice of intent to apply for the reward must be given to the Board of Education no later than November 1st of the preceding school year of the requested retirement date. If timely notice is not given, the Board may delay the attendance retirement reward until the following school year. The November 1st deadline will be modified in the event that the Board adopts an Early Retirement Incentive Program with state-mandated compliance dates. Retirement shall be defined as being eligible and collecting TPAF benefits.

C. Vacation

Vacation times for Association members during the summer shall be set at the discretion of the Superintendent. The Superintendent can allow portions of vacations during the school year upon application.

Association members are entitled to vacation time as follows:

<u>Years of Continuous Service in the Sayreville School System</u>	<u>Number of Vacation Days</u>
0 to 9 years	20 working days
10 or more years	24 working days

Twelve (12) month employees hired after July 1 of any year shall be entitled to two (2) vacation day with pay for every month of employment with the exception that this accrued vacation time shall not exceed twenty (20) days. A twelve (12) month employee who is employed more than fifteen (15) workdays in any month shall have met the requirement for a full month's employment for the purposes of vacation day accrual only.

On an annual basis, the administrators shall be allowed to carry over up to five (5) unused vacation days for use at a later time. Notwithstanding the foregoing, an accumulated maximum of fifteen (15) vacation days at the end of the 2008-2009 contract year and twenty (20) vacation days at the end of the 2009-2010 contract year may be banked.

5. Miscellaneous

- A. A centralized call-in for teacher substitutes at the elementary and middle school will continue for this contract.
- B. The Sayreville Principals Association will have the right to review any negotiation proposals between the Board and any other employee units, before final acceptance by the Board that may affect the terms and conditions of our employment. The Association has the right to make recommendation to the Board.

ARTICLE VIII
SALARY GUIDE

See attached Salary guides and worksheet.

All members whose salaries fall outside the realm of the attached salary guide (off-guide personnel) will receive a 3% increment for each year of the contract.

Any member who currently holds a doctorate degree will earn an additional \$5,300.

Any current member who enrolls in a doctorate program by September 1, 2009 and completes the degree by June 30, 2014 will earn an additional \$5,300.

All other members will earn an additional \$2,500 after attaining a doctorate degree

All other items, conditions and benefits of employment relating to the parties to this Agreement and duly approved by the Board, which are not specifically altered, amended or deleted by the written provisions of this agreement, shall remain in full force and effect as is unless specifically set forth here at length.

Sayreville Principals Association:

Date
President/Negotiations Chairperson

Sayreville Board of Education:

Date
President

Attest:

Date
Business Administrator/Board Secretary

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