

AGREEMENT BETWEEN THE
WASHINGTON TOWNSHIP BOARD OF EDUCATION
and the
WASHINGTON TOWNSHIP ADMINISTRATORS' ASSOCIATION

July 1, 2003 - June 30, 2006

This employment agreement is made and entered into this first day of July 2003 by and between the Washington Township (Morris County) Board of Education (hereinafter referred to as the "Board") and the Washington Township Administrators' Association (hereinafter referred to as the "Administrators' Association"). The Washington Township Administrators' Association represents the following positions: Principal, Assistant Principal, Director of Special Services, Assistant to the Director of Special Services, and Supervisor of Instruction. This agreement incorporates the entire understanding between the Board and the Administrators' Association on all matters which were the subject of negotiation.

This agreement shall not be modified in whole or in part by the parties, except by an instrument in writing, approved and duly executed by both parties.

Any compensation or benefits will be subject to the Internal Revenue Service Code. The Board assumes no liability associated with compensation or any fringe benefit. The individual administrators are responsible for all federal, state and local taxes.

The parties agree as follows:

I. TERM -- The terms and conditions of this agreement are for a period commencing July 1, 2003 and ending June 30, 2006.

II. COMPENSATION

For the purposes of this contract, total compensation shall include the following:

- a) Salary – payable monthly
- b) Tax Shelter Annuity – payable monthly
- c) National Convention Reimbursement
- d) Graduate Coursework Reimbursement

The total compensation for the term of this contract is based on the nine represented positions in existence as of April 1, 2003, reflects a 3.75% annual increase and shall be as follows:

- Contract year 2003-2004 is \$961,325.
- Contract year 2004-2005 is \$997,375.
- Contract year 2005-2006 is \$1,034,777.

A newly hired administrator is not eligible for the negotiated base salary increase for the school year in which the administrator is hired. To be eligible for the following year's negotiated base salary increase, an administrator shall work one hundred and twenty (120) workdays during the prior school year.

If an additional administrative position beyond the nine is created and the administrator is eligible for the negotiated base salary increase, the administrator's salary shall be added to the total compensation for that contract year and the total compensation adjusted accordingly.

In the event the total number of administrative positions is less than nine, the total compensation shall be reduced accordingly.

For contract year 2003-2004 all administrators have elected to receive their total compensation as salary calculated as follows: 3.75% on 2002-2003 salary + \$588 national convention reimbursement allocation + \$1,556 allocation for graduate coursework reimbursement.

For the years 2004-2005 and 2005-2006, administrators, in addition to the 3.75% salary increase set forth hereinbefore, shall have the option of designating all moneys received "total compensation", including the salary increase, allocated in each of the years for national convention expenses and tuition reimbursement to be distributed as in the following forms: (a) to salary; (b) to a tax shelter annuity; (c) to reimbursement for a national convention and/or (d) for graduate tuition reimbursement within the parameters listed below.

For the year 2004-2005, each administrator is eligible to receive up to \$610 toward national convention expenses, and for the year 2005-2006, each administrator is eligible to receive up to \$633 toward national convention expenses. Reimbursement for national convention expenses will be made for reasonable expenses including travel, lodging, food and registration in accordance with Board of Education policy and per diem rates.

- a) Travel expenses shall not exceed mileage rates for in state conventions or the lowest available coach airfare for national conventions more than 200 miles away.
- b) Lodging expenses shall not exceed the discounted convention hotel rates (with taxes and tips).
- c) The Superintendent of Schools may approve additional expenses.

For the year 2004-2005, each administrator is eligible to receive up to \$1,615 for graduate course reimbursement, and for the year 2005-2006, each administrator is eligible to receive up to \$1,675 for graduate course reimbursement. The graduate courses may be taken at a college or university of the administrator's choice subject to the approval of the Superintendent of Schools.

Administrators shall notify the School Business Administrator in writing no later than January 15th of the pre-contract year, of their intention as to how the total compensation will be allocated in the following school year.

III. BENEFITS

A. Vacations

Administrators will receive 25 vacation days annually exclusive of school holidays. All Administrators hired prior to July 1, 1997 will be granted two (2) additional vacation days. All Administrators hired after July 1, 1997 will be granted one additional vacation day after 15 years of service to the district and another additional vacation day after 20 years of service to the district. Vacation days are exclusive of weekends and school holidays, as defined in section D of this Article. An effort will be made to minimize disruption to district operations when scheduling vacations. Note: Three (3) consecutive days of vacation may be taken during the student term while students are in attendance.

Administrators will be credited one vacation day for each school holiday worked during which school is not in session up to a maximum of two days.

The members of the Administrators' Association may accumulate a maximum of 10 vacation days for use in the year following the year in which it normally would be taken.

An Administrator has the option to receive compensation for unused vacation days as a lump sum payment, up to one year after date of retirement.

B. Sick Days

Twelve sick days per year will be granted to the members of the Administrators' Association. Any unused sick days at the end of the year are cumulative.

After 10 consecutive years of employment in the Washington Township Schools the members of the Administrators' Association shall receive reimbursement for unused sick days (hereinafter set forth in paragraphs 1 and 2 and 3) accumulated while an employee of the district as follows:

1. For sick days accumulated prior to June 30, 1989 and not subsequently used, upon resignation or leaving the district in good standing, the Administrators shall be reimbursed for 80% of these unused sick days at \$100 per day.

OR

2. For sick days accumulated through June 30, 1997 upon retirement in good standing as defined in TPAF, or death, the Administrators or their estates shall be reimbursed for 90% of their unused sick days up to a maximum of 234 days, at the daily rate of \$135 per day.

PLUS

3. Upon retirement in good standing only, for sick days accumulated beginning July 1, 1997, 80% of the unused sick days at a rate of \$110 per day.
4. Sick days will be used following the principle of last earned, first used.
5. Beginning July 1, 1998, Administrators are permitted to convert sick days accumulated under III,B,1 only to contributions to each individual Administrator's Exclusive Benefit Governmental 401(a) Non Trusted Retirement Plan. They must, however, notify the School Business Administrator by Dec. 31 of the year prior to the school year during which the contribution will be made as to the amount that will be converted. Total

contributions will be made as a deposit by July 31 of the year following the December notification.

6. The Administrators' Association and Board agree that sick leave reimbursement under paragraphs III,B,1,2, and 3 will not exceed \$20,000 less the contributions to tax-sheltered annuities as described in III,B,5. However, Administrators who have accumulated more than \$20,000 of sick leave by June 30, 1997 shall be capped at that amount and shall be reimbursed a maximum of that amount less contributions to tax sheltered annuities as described in III,B,5.

C. Personal Days

Members of the Administrators' Association will be granted personal days upon the approval of the Superintendent.

D. Holidays

Members of the Administrators' Association shall be granted off all days on which schools are closed, including state holidays which fall during school breaks; however, the winter break (i.e. Christmas - New Year's) and the spring break will not be holidays for the Administrators.

E. Death in the Family

Members of the Administrators Association will be allowed a paid leave of absence for the purpose of bereavement upon the death of a family member as follows: immediate family (husband, wife, father, mother, child or other relative living with the family) -- three days leave (at the discretion of the superintendent, an additional two days may be granted); close relative not living with the family (brother, sister, in-law, grandparent, grandchild) -- two days; distant relative -- one day.

F. Health Benefits

The health benefits insurance program provided as part of this contract is consistent with the program that has been agreed to by and between the Washington Township Board of Education and the Washington Township Education Association. If during the term of this agreement the coverage/program is changed, the parties agree to negotiate the financial implications of same without reducing the base salary increases.

G. Professional Organizations

The Board will pay for each year of the agreement three Association/membership dues per Administrator: county, state, national or other association of the Administrator's choice as approved by the Superintendent of Schools.

H. Conventions

1. For each year of the agreement each member of the Administrators' Association is entitled to attend the state administrators' convention or conference of a similar duration and cost as

approved by the Superintendent of Schools. Reimbursement will be made for reasonable expenses including travel, lodging, food and registration, in accordance with Board of Education policy and per diem rates.

2. Administrators will be entitled to attend a national convention. Attendance shall be upon approval of the Superintendent of Schools and at no time shall more than three (3) administrators be in attendance at a national convention at any time.

I. Car Allowance

The Director of Special Services and Supervisor of Instruction shall receive a monthly stipend of \$125 to cover all car expenses incurred when on district business.

J. Other Allowances

The Board will reimburse the Director of Special Services and the Supervisor of Instruction for up to three retirement dinners per year.

IV. MISCELLANEOUS

There will be a continuation of the favored nations' clause for other past-agreed items.

V. MODIFICATION

The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both parties hereto.

VI. SAVINGS CLAUSE

If, during the course of this contract, it is found that a specific clause of the contract is illegal under Federal or State law, the remainder of the contract not affected by such a ruling shall remain in force.

In witness whereof, they set their hands and seals to this contract effective on the day and year first written above.

Kevin J. Walsh, Ed.D.
Chief Negotiator/President
Administrators Association

Date

Ann Marie Mauro, Ph.D.
Chief Negotiator/President
Board of Education

Date