

**AGREEMENT**

**BETWEEN THE**

**ADMINISTRATORS' ASSOCIATION OF THE**

**CALDWELL-WEST CALDWELL PUBLIC SCHOOLS**

**AND THE**

**BOARD OF EDUCATION CALDWELL-WEST CALDWELL**

**THE COUNTY OF ESSEX, NEW JERSEY**

**FOR THE SCHOOL YEAR**

**2011 - 2012**

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**BY AND BETWEEN** the Board of Education of the Caldwell-West Caldwell Schools, Essex County, New Jersey, Hereinafter referred to as the “Board”; and the Administrators’ Association of the Caldwell-West Caldwell Public Schools, West Caldwell, New Jersey, Hereinafter referred to as the “Association.”

**WHEREAS**, pursuant to the requirements of the New Jersey Employer-Employee Relations Act, agreements reached between public employers and the majority representative of an appropriate unit shall be embodied in writing, signed by the authorized representatives and filed with the New Jersey Public Employment Relations Commission; and

**WHEREAS**, certain agreements have been reached between the Board and the Association, the Association being the recognized majority representative of the unit of the Board’s employees consisting of the following regularly employed certificated personnel under contract or on leave employed by the Board:

**PRINCIPALS, VICE PRINCIPALS, SUPERVISOR OF SECONDARY EDUCATION, DISTRICT SUPERVISOR OF MUSIC, DIRECTOR OF ATHLETICS, SUPERVISOR OF GUIDANCE, AND SUPERVISOR OF STUDENTS AND ACADEMIC AFFAIRS**

(Unless otherwise indicated, as used herein the term “Administrator” shall refer to all employees covered in the described unit as above defined.)

**NOW, THEREFORE, IT IS MUTUALLY AGREED** between the Board and the Association as follows:

**ARTICLE I**  
**RECOGNITION**

The Board of Education recognizes the Association as the sole and exclusive representative for collective negotiations with respect to terms and conditions of employment of certificated personnel under contract either working in the position or on leave but limited to:

**PRINCIPALS, VICE PRINCIPALS, SUPERVISOR OF SECONDARY EDUCATION, DISTRICT SUPERVISOR OF MUSIC, DIRECTOR OF ATHLETICS, SUPERVISOR OF GUIDANCE, AND SUPERVISOR OF STUDENTS AND ACADEMIC AFFAIRS**

**ARTICLE II**  
**HOSPITALIZATION-MEDICAL/SURGICAL, MAJOR MEDICAL**

- A. Unit members shall receive full coverage (New Jersey State Health Benefits Plan) for medical-surgical, major medical, and Rider-J health insurance or its equivalent, as provided by the Board, to be in effect with a contribution of 1.5% of the employee's base contractual salary effective July 1, 2011 in accordance with N.J.P.L. 2010.C2.
- B. Dental coverage will be Full Family Coverage for 100% Preventive and Diagnostic Plan for the term of this Agreement.
- C. It is agreed that any increase in life, health, or dental insurance benefits awarded to members of the Caldwell-West Caldwell Education Association during the term of this contract shall be received by Administrators.
- D. Each member of the Association shall be reimbursed for all reasonable costs of an annual physical examination not covered by the district's hospitalization-medical/surgical and major medical programs.

## ARTICLE III

### SALARY

- A. The salaries of all Administrators covered by the Agreement are set forth in the Administrators' Salary Guide that is attached hereto and made a part of this contract.
- B. Effective July 1, 1995, there is no stipend for an earned Doctorate.

<u>NAME</u>	<u>POSITION</u>
Kevin Barnes	High School Principal
Casey Shorter	Middle School Principal
Timothy Ayers	Elementary Principal - Jefferson
James Bigsby	Elementary Principal – Lincoln
Barbara Adams	Elementary Principal - Washington
Scott Keena	Elementary Principal – Wilson
Scott Chamberlain	Middle School Vice Principal/ District Supervisor of Music
James Brown	High School Vice Principal
Richard Porfido	Supervisor of Secondary Education/ Director of Athletics
Maryanne Melnyk	Supervisor of Guidance

## **ADMINISTRATORS' SALARY GUIDE**

**EFFECTIVE JULY 1, 2011**

High School Principal	\$166,734
Middle School Principal	147,903
Elementary Principal – Jefferson	119,751
Elementary Principal – Lincoln	119,751
Elementary Principal – Washington	143,251
Elementary Principal – Wilson	130,876
Middle School Vice Principal/ District Supervisor of Music	121,725
High School Vice Principal	111,241
Director of Athletics/Supervisor of Secondary Education	107,300
Supervisor of Guidance	117,331

## **ARTICLE IV APPEAL PROCEDURE**

### **A. PURPOSE**

1. To establish the procedure by which persons represented by the Administrators' Association of the Caldwell-West Caldwell Public Schools (hereinafter referred to as Administrators) may appeal the interpretation, application, or alleged violation of policies, agreements, or administrative decisions affecting them.
2. To secure, at the lowest possible organizational level, equitable solutions to the problems which may arise affecting the terms and conditions of employment of Administrators.

### **B. PROCEDURE**

1. The processing of an appeal is to be as informal and confidential at each level of this procedure as may be appropriate. Each Administrator shall have the right to make an appeal in accordance with this procedure informally with any appropriate member of the administration and have the matter adjusted without intervention of the Association, provided the adjustment is not inconsistent with agreements between the Board and the Association or established policy affecting the terms and conditions of employment of Administrators.
2. In the event that a matter being appealed is not resolved to the satisfaction of the Administrator making the appeal at the informal level, said Administrator may request representation by the Association in which case the Association may, within ten (10) school days of having been informed of the matter being appealed, submit the appeal, in writing, to the Superintendent of Schools who shall be requested to meet with the Administrator who initiated the appeal and the Association representative to attempt to arrive at a mutually satisfactory solution.
3. The Superintendent shall, within ten (10) school days after meeting with the Administrator and the Association representative, render a written decision to the Administrator who initiated the appeal and to the Association.
4. In the event that the matter in dispute pertains to established Board policy or to matters of agreement between the Board and the Association and should the Administrator who initiated the appeal be unsatisfied by the decision of the Superintendent, the Association may, within ten (10) school days after the written decision of the Superintendent has been rendered, appeal the matter to the Board of Education.

## **APPEAL PROCEDURE – CONTINUED**

5. Within fifteen (15) school days after receipt of written notice of appeal from the Association, a committee of the Board shall meet with the parties involved in the unresolved matter in dispute for the purpose of hearing the appeal and reviewing the decisions rendered on the matter.
6. Within ten (10) school days after the meeting described in section 5 above or within ten (10) school days after any formal meeting of the Board which may be required in the case of appeal, the Board shall render a written decision to the Administrator initiating the appeal with a copy to the Association.
7. Should both the Board and the Association be willing, appeals to the Board made in accordance with this procedure may be presented to a neutral party agreeable to both parties for purposes of attempting to obtain settlement by the parties. Decisions or recommendations made by the neutral party shall not be binding on either the Board or the Association. The fees and expenses of this neutral party will be shared equally by the Board and the Association.

## **ARTICLE V**

### **MANAGEMENT RIGHTS**

Nothing in the Agreement shall be construed to diminish or remove from the Board the authority vested in it by the New Jersey Statutes Title 18A.

## **ARTICLE VI**

### **PERSONAL ILLNESS**

- A. Each employee covered by this Agreement will be allowed 14 days absence in any school year for personal illness without deduction of pay. The number of unused days in any year shall accumulate from year to year so long as employment is continuous.
- B. The purpose of personal illness benefits is solely to provide relief in case of personal sickness, personal accident, and quarantine.
- C. The Superintendent of Schools or Secretary-Business Administrator may request certification by a properly licensed doctor for consecutive illness, if absence exceeds five days or more.



## **PERSONAL ILLNESS – CONTINUED**

- D. Administrators will be notified, on or about September 15, 2011 of their accumulated personal illness days, which notification shall include the personal illness days allowed for the 2011-2012 school year respectively.
- E. Effective July 1, 2011, an administrator, upon service retirement or disability retirement, in accordance with the pension fund, shall be reimbursed for unused accumulated sick leave in a lump sum payment at the rate of \$150 per day up to and not to exceed 100 days. All sick leave reimbursement will be made in accordance with applicable New Jersey State law (N.J.S.A. 18A: 30-3.5 or other applicable statute). This shall apply to retirement from active service. Deferred retirement is not eligible.

Effective July 1, 2011, all new administrators shall be reimbursed at the rate of \$75 per day up to and not exceeding 100 days.

- F. Any administrator employed as of June 30, 2011, upon service retirement or disability retirement, who has accumulated 150 unused sick days as of June 30, 2011, shall be reimbursed in a lump sum payment at the rate of \$150 per day for 150 days.

## **ARTICLE VII**

### **DEATH IN THE IMMEDIATE FAMILY**

An absence, not to exceed five working days in each instance, shall be allowed without loss of pay by the Superintendent in case of death in the immediate family. In general, immediate family shall be defined as mother, father, wife, husband, son, daughter, brother, sister, or a member of the employee's household, and such other person as may have a close family relationship to the employee and is approved by the Superintendent as falling within this category.

## **ARTICLE VIII**

### **LEAVE OF ABSENCE WITH OR WITHOUT PAY**

- A. An Administrator may apply for a leave of absence with or without pay. The leave shall be granted only by the Board of Education. The leave will be considered only upon a written application to the Superintendent of Schools setting forth the reasons for which the leave is sought. When an application for a leave is filed, the Superintendent of Schools will promptly submit a recommendation to the Board of Education approving or disapproving the application and setting forth:

- (1) The results of his investigation of the facts set forth in the application;
  - (2) The number of other members of the school staff on leave;
  - (3) The reasons for his approval or disapproval of the application and a copy of these reasons forwarded to the applicant; and
  - (4) Whether the leave is to be with or without pay.
- B. All benefits to which an Administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.

## **ARTICLE IX**

### **SABBATICAL LEAVE**

An Administrator may apply for a sabbatical leave of absence for a full contract year or half a contract year. Sabbatical leave may be granted to one Administrator at any one time. If granted for a full year, the applicant will receive one-half of his/her yearly contract salary. If granted for a half-year, the applicant will receive one-quarter of his/her yearly contract salary while on leave. Upon returning to duty for the remaining one-half year, he/she will receive one-half of his yearly contract salary paid in semi-monthly installments. Leave shall be granted only by the Board of Education.

Sabbatical leave may be granted for the purpose of study, travel, or educational activities that will enhance the professional improvement of the Administrator and benefit the school system.

Leave will be considered only upon written application to the Board of Education and Superintendent of Schools setting forth the reasons for which the leave is sought, and the use to which the leave is to be put. The applicant for leave shall agree in the application to (a) submit a written report upon termination of the leave showing the educational activities in which the applicant participated and their relationship to the work of the school; and (b) render two years of service to the school system after completion of leave, unless prevented by illness or excused by the Board of Education.

Such a leave of absence shall in no way be considered a termination of breach of contract of continuous employment. All tenure rights belonging to the applicant at the time the application is approved shall be retained, and the period of such leave shall be continued as regular service for purpose of retirement. Contributions to the New Jersey Pension and Annuity Fund shall be continued by the Board of Education and the appropriate amount deducted from the salary due the applicant. A staff member on sabbatical leave of absence shall be eligible for the normal salary increment upon the presentation of adequate written reports at the end of the leave.

## **ARTICLE X**

### **MATERNITY LEAVE**

- A. When an Administrator shall become aware of pregnancy, she shall then so notify the Superintendent of Schools. Arrangements will then be made for the Administrator's leave of absence.

A maternity leave of absence shall begin and be for a period of time designated by the Superintendent of Schools in consultation with the Administrator and with the written approval of the Administrator's physician.

Any Administrator who has been granted a maternity leave shall, before she is permitted to return to active duty, undergo examination by a physician of her choice certifying that she is able to perform her duties in a proper manner and that certification shall be forwarded to the Board of Education's physician for review. Following any difference of medical opinion between the Board's physician and the Administrator's physician, the two physicians shall mutually select a third physician who shall review and decide the matter.

- B. Any female Administrator adopting an infant child may receive a similar leave which shall commence upon her receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements of the adoption.
- C. A male administrator may be granted one day's absence, with pay, at the time his wife gives birth to a child or a child is adopted.

## **ARTICLE XI**

### **PROFESSIONAL BENEFITS**

Each member of the Association will receive reimbursement for approved travel expenses incurred while performing his/her professional responsibilities for the Board of Education in accordance with N.J.A.C. 6A:23A – Fiscal Accountability Procedures.

## **ARTICLE XII**

### **ABSENCE OF PERSONNEL**

All employees of the Caldwell-West Caldwell School District are expected to report on time for work on every work day designated by the official school calendar. All personnel are expected to notify the proper person or persons as soon as it is known that they will be absent from or late to their designated duties.

## **ARTICLE XIII**

### **PERSONNEL RECORDS**

An Administrator shall have the right, upon request, to see the contents of his/her personnel file. An Administrator shall be entitled to have a representative of the Association accompany him/her during such review.

## **ARTICLE XIV**

### **TUITION REIMBURSEMENT**

- A. For all administrators who have received tuition reimbursement under this Negotiated Agreement previous to June 30, 2011:

The Board of Education agrees to reimburse Administrators for tuition costs for courses taken up to a maximum of twelve (12) credits per school year, one (1) course per semester or two (2) per summer. In the special circumstance where course scheduling changes beyond the Administrator's control would prevent the Administrator from completing his/her degree program, the Administrator may appeal to the Superintendent of Schools for approval to grant waiver of the three (3) credits per term limitation.

- B. Effective July 1, 2011, for administrators who continue to request tuition reimbursement, graduate course reimbursement will be at the course tuition rate of the institution attended up to \$550 per credit.

All courses must be approved by the Superintendent of Schools and be in a subject matter related to the Administrator's assignment and must be successfully completed for reimbursement.

- C. For all administrators who have not received tuition reimbursement under this Negotiated Agreement as of June 30, 2011:

Effective July 1, 2011, any administrator, current or new, who requests tuition reimbursement for the first time, will become part of a reimbursement pool that is capped at \$10,000 for the duration of this Agreement. Reimbursement will not exceed \$550 per credit for a maximum of 9 credits per year.

- D. For all administrators covered by this Negotiated Agreement:

Administrators who receive tuition reimbursement for pursuing a doctorate degree must accept reappointment in the district for a minimum of one school year beyond the year for which tuition reimbursement was approved or will be required to refund the total amount of tuition reimbursement received during that school year. A school year is defined as July 1 through June 30.

## **ARTICLE XV**

### **NATIONAL CONFERENCES**

Recognizing the need for the continued professional growth of Administrators, the Board agrees to pay expenses for attendance at national or major conventions approved by the Superintendent of Schools. Typical expenses would include transportation, room, meals, and registration fees subject to the travel regulations imposed by the State Department of Education. Arrangements for the attendance must be made in advance with the Superintendent of Schools.

## **ARTICLE XVI**

### **PAY SCHEDULE AND CALENDAR**

All Administrators covered by this Agreement will receive 24 equal salary payments on the 15th and the last day of each month for the duration of this contract. It is understood that there will be no interruption of life insurance benefits, health insurance benefits, or pension deductions through the duration of this contract.

- A. All Administrators shall be in attendance on:
  - 1. All days of the "school calendar";
  - 2. All weekdays in September prior to the opening day of school, excluding Labor Day;
  - 3. All weekdays in June following the close of school;
  - 4. Weekdays during extended school recesses and school closings commonly referred to as:
    - (a) New Jersey Education Association Convention
    - (b) Holiday Recess
    - (c) Winter Recess
    - (d) Spring Recess.
  
- B. 1. All Administrators shall be in attendance weekdays during the months of July and August, excluding Independence Day, and shall have twenty-five (25) days of paid vacation each year of which a minimum of fifteen (15) days must be taken during the months of July and August. These days must be scheduled with the prior approval of the Superintendent. Any Administrator may be assigned to supervise summer programs to which another Administrator is ordinarily assigned. Administrators with building commitments who cannot schedule a minimum of 15 vacation days during the months of July and August shall, in consultation with the Superintendent, be permitted to schedule additional vacation days during the school year.

2. In the event that any Administrator is requested and agrees to work on days not stipulated in this contract as days of attendance, said Administrator shall be paid on a prorated per diem basis. This shall be calculated on the basis of 1/220 times the Administrator's annual salary per day.
3. Effective July 1, 1995, the additional duties which Elementary Principals will be assigned to include:

Supervisor of Basic Skills Program  
Supervisor of Testing  
Supervisor of Nurses  
Supervisor of English as a Second Language Program  
Supervisor of Elementary At-Risk Services

Effective July 1, 1996, the additional duties which Elementary Principals will be assigned to will also include:

Principal of Special Education Summer Program

- C. Administrators are not expected to be in attendance on holidays listed for 12-month employees.

## **ARTICLE XVII**

### **DURATION OF AGREEMENT**


This Agreement shall be effective as of July 1, 2011 and shall continue in effect to and including June 30, 2012.

This Agreement shall not be modified or changed except by agreement of the parties, and any changes or modifications so made shall be reduced to writing, signed by the representatives of the respective parties, and attached to and made a part of this Agreement.

This Agreement represents the full and total agreement and settlement between the Parties on all matters pertaining to terms and conditions of employment which were or could have been negotiated by the Parties.

Should any provision of this Contract be declared invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

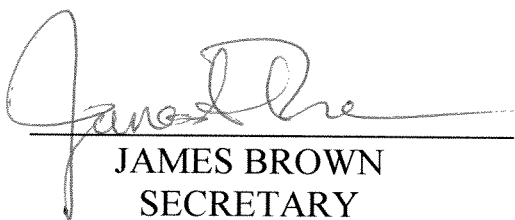
**ADMINISTRATORS' ASSOCIATION OF THE  
CALDWELL-WEST CALDWELL PUBLIC SCHOOLS**



SCOTT KEENA  
PRESIDENT

7-7-11

DATE



JAMES BROWN  
SECRETARY

7-7-11

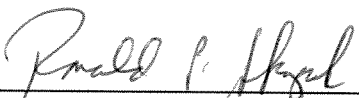
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**CALDWELL-WEST CALDWELL BOARD OF EDUCATION**

  
MAUREEN McNISH, PRESIDENT

7/14/11

DATE

  
RONALD P. SKOPAK  
SECRETARY

7/14/2011

DATE