

AGREEMENT

Regarding

TERMS AND CONDITIONS OF EMPLOYMENT

Between the

WALDWICK BOARD OF EDUCATION

and the

WALDWICK ASSOCIATION OF SCHOOL ADMINISTRATORS

Effective July 1, 2013

Through

June 30, 2016

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ARTICLE I RECOGNITION

WHEREAS, a majority of the Principals and the Director of Special Services have designated the Waldwick Association of School Administrators as their representative for collective negotiations; and

WHEREAS, such administrators constitute an appropriate unit for collective negotiations;

NOW, THEREFORE, BE IT RESOLVED, pursuant to Chapter 303, Public Laws 1968 the Board of Education of Waldwick, New Jersey (hereinafter referred to as the "Board") recognizes the Waldwick Association of School Administrators (hereinafter referred to as "WASA") as the exclusive representative for collective negotiations concerning the terms and conditions of employment of full time certified administrative personnel under the contract as follows:

High School Principal, Middle School Principal, Elementary School Principals, High School/Middle School Assistant Principal, Director of Special Services and excluding all other employees.

The term "Principal" when used herein in this Agreement shall refer to all administrators represented by the Association in the negotiating unit as above described.

**ARTICLE II
NEGOTIATION PROCEDURE**

1. The parties agree to enter into collective negotiations over a successor agreement in a good faith effort to reach agreement on all matters concerning terms and conditions of the Principal's employment. Any agreement negotiated shall apply to all Principals and be adopted by the Board.

2. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations.

3. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE III
GRIEVANCE PROCEDURE**

1. Definitions.

A. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of any Principal and/or the interpretation, meaning or application of any of the terms of this Agreement.

B. An "aggrieved" is the person, group or the WASA.

C. A "party in interest" is the individual, group, or WASA making the claim and any person required to take action or against whom action might be taken to adjust the claim.

2. Procedure.

A. Initial Conference

A Principal with a grievance shall first discuss it with her or his immediate supervisor, either individually or accompanied by the Associations' designated representative, to try to resolve the matter informally.

B. Level One.

If the Initial Conference fails, the Principal shall, in writing, specify the points of her or his grievance and the adjustment expected. Copies of this statement shall be given to the Superintendent. A decision shall be rendered by the Superintendent within five (5) school days of receipt of the grievance.

C. Level Two.

If the aggrieved person is not satisfied with the decision at Level One, or if no decision has been reached within five (5) school days of presentation of the grievance, she or he may request, in writing, that her or his case be submitted to the Board. The grievance shall be submitted to the Board by filing a written statement with the Secretary of the Board and sending a copy to the Superintendent. The Board, or a committee thereof, shall review the grievance and render a decision within ten (10) days of the next scheduled Board meeting.

D. Level Three.

If no satisfactory decision has been reached and the dispute involves an alleged violation of the terms of this agreement, the WASA may petition the Public Employment Relations Commission for a panel of Arbitrators to hear the dispute. The decision of the arbitrator shall be advisory only. The arbitrator shall not have the authority to add to, subtract from, or otherwise modify the terms of this Agreement. The cost of the arbitrator shall be shared equally between the parties. Each party shall bear its own costs for the presentation of the case.

E. Miscellaneous Terms and Conditions.

a. If, in the judgment of the WASA President, grievance affects a group of Principals, the President may submit such grievance to the Board, sending a copy to the Superintendent.

b. If a Principal does not file a grievance in writing with the Superintendent within twelve (12) school days after the occurrence, then the grievance shall be considered as waived and forfeited. If the Superintendent or the Board does not progress a step within the agreed time limits, the grievance automatically moves to the next level.

**ARTICLE IV
SUMMER VACATION SCHEDULE**

1. Principals are employed on a twelve (12) month basis. Employees hired before July 1, 2004 shall have twenty-five vacation days for each school year. Employees hired after July 1, 2004 shall have twenty (20) days of vacation time for each school year. After seven (7) years of service, these employees shall be entitled to twenty-five (25) days of vacation time for each year. Vacation is earned in one year and taken in the next, i.e., vacation is not "advanced". The use of vacation time for each school year shall be subject to the following provisions:

a. Vacation days shall be scheduled during the period between July 1 and August 31 of the contract year. With the permission of the Superintendent, vacation days may be carried over until the next year; provided, however, that the maximum number of vacation that can be taken in any one (1) school year shall be thirty (30) days.

b. All requests for vacations taken between the close of school and August 31 shall be submitted to the Superintendent by April 1 of that calendar year. All vacations scheduled are subject to the approval of the Superintendent. At least two unit Administrators shall be on duty each day between the close of school and August 31 unless the Superintendent determines otherwise. All responsibilities of the Administrators must be met during the summer.

c. Any modifications to the vacation and/or administrative responsibility after April 1st will require approval of the Superintendent.

ARTICLE V SICK LEAVE

1. Number of Days

All Principals shall be allowed sick leave with full pay of fourteen (14) school days yearly. If any person requires less than the specified number of days of sick leave, all days not used shall be accumulative.

2. Physician's Certificate

In case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board

3. Excessive Absence: Day's Salary Defined

When absence, under the circumstances described in this Article exceeds the annual leave and the accumulated leave, the Board may pay any Principal each day's salary for such length of time as may be determined by the Board in each individual case. A days' salary is defined as one-two-hundred-fortieth ($1/240^{\text{th}}$) of the annual salary.

4. Leave of Absence for Temporary Illness (A Catastrophe)

A catastrophe may be deemed to exist when both of the following conditions are met:

- a. when a continuous illness exceeds twenty (20) school days, and
- b. when the accumulated sick leave has expired.

When both conditions exist simultaneously, the Board, upon the recommendation of the Superintendent, shall pay to the sick employee his or her contracted salary for a period not to exceed the total number of days of accumulated sick leave accredited to the employee at the beginning of the continuous illness, or, the Board shall pay the ill employee his or her contracted salary for a period equal to ten (10) days for each year of service in the Waldwick School system if this aggregate number of days is greater than the accumulated sick leave as previously defined.

The catastrophe pay shall commence on the twenty-first (21) day of the illness or at the expiration of the accumulated sick leave, whichever event occurs later.

5. Salary in Cases of Absence Not Constituting Sick Leave

Nothing contained herein shall affect the right of the Board to fix either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave or granting sick leave beyond the minimum sick leave as defined in this Article.

6. Computation of Salary Deductions

Any deductions for leave of absence without pay shall be made on the basis of one two-hundred-fortieth (1/240th) of the annual salary.

7. Transfer of Sick Leave Credit

Upon commencement of employment with the District, the Board shall establish for administrators a non-accumulative sick leave bank containing thirty (30) days. This sick leave

bank shall be reduced annually on July 1 of each year of this Agreement, beginning on July 1, 2011, by the number of unused days of sick leave the Administrator has accumulated in the District each year. The Administrator shall not be paid for any days remaining in the sick leave bank upon separation or retirement from the District.

8. Compensation for Unused Sick Leave

Effective July 1, 2014, any member of WASA who, after completing fifteen (15) years of service in the district and submits a letter of resignation for purposes of retirement to the Board, shall be compensated for all unused accumulated sick leave at the daily rate of sixty and 00/100 dollars) per accumulated day. The Administrator shall give the Superintendent notice of his/her resignation/retirement no later than January 15th of his/her last year of employment, to be effective on or before the following June 30th. Failure to comply with the notice provisions shall result in the delay of all payments required by this section until July of the year following the retirement.

In addition, when a member of the Association retires during the school year, that member shall receive sick day retirement credit for that school year on a prorated basis.

The maximum amount payable to any person hired as a Principal after July 1, 1990 shall be fifteen thousand and 001100 dollars (\$15,000.00). To be eligible for payment, the Principal shall submit an application for retirement by January 15th of the year of the effective retirement date.

9. Reporting of Absences

For the protection of the employee and for proper payroll accounting and audit, every absence for a half day or more must be accounted for in writing and reported to the Superintendent.

**ARTICLE VI
TEMPORARY LEAVES OF ABSENCE**

1. Purpose of Article: Non-Accumulation of Leave

This Article shall cover brief absences not chargeable to sick leave for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for each school year, and no unused days shall be accumulative for use in another year.

2. Death in the Immediate Family

An allowance of up to five (5) days leave shall be granted. Immediate family shall be considered the following: father, mother, father-in-law, mother-in-law, spouse, child, brother, sister, or any member of the immediate household.

3. Serious Illness in the Immediate Family

An allowance of up to three (3) days leave per year shall be granted (immediate family shall have the same definition as in Section 2 above).

4. Death of Other Relative or Close Friend.

An allowance of one (1) days leave per year shall be granted.

5. Other Emergencies of a Personal Nature

An allowance of up to three (3) days leave per year with the prior approval by the Superintendent or the appropriate administrator or his designee. Requests for personal leave shall be submitted, in writing, in advance, except in cases of emergency wherein the request

shall be made as soon as practicable. Personal leave days may not be taken contiguous to a predetermined school recess, except in cases of emergency.

6. Jury Duty

Principals who are required to serve on jury duty will have deducted from their salary the amount of money which they receive for this service.

7. Professional Days

An allowance with prior approval of the Superintendent.

8. Reporting of Absences

For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Superintendent.

ARTICLE VII INSURANCE PROTECTION

1. The Board shall provide the same health care insurance protection provided to members of the Waldwick Education Association. Association members will make contributions to the premiums as required by law. The Board shall provide errors and omissions insurance coverage for all members of the Association.

2. Each member of the Association shall be responsible for a \$50.00 per person/\$150 per family deductible on the dental insurance plan. Association members will make contributions to the premiums as required by law.

3. In the event the Board and the Waldwick Education Association (or any successor organization) agree to any revision to the insurance protection provided in their collective negotiations agreement after the 2007/2008 school year, the same revisions shall be

made to the insurance protection provided in this Article, effective the same school year.

4. In the event it is permitted by law, each employee who has health benefits coverage through their spouse, may waive their family health benefits coverage through the district and shall in return receive 25% of the net savings to the Board or \$5,000, whichever is less.

The monies shall be payable in two installments on December 15th and May 15th of the year in which the employee has opted out, subject to all appropriate deductions. This payment is not to be considered a salary payment and as such, is not pensionable. Any employee who has waived his/her medical benefit coverage, will be allowed to restore such coverage on an immediate basis, subject to compliance with the providers requirements. If the employee revokes the waiver prior to the end of the year in which they opted out, the employee's reimbursement shall be pro-rated based upon the period of time not covered by the district's benefit plan.

ARTICLE VIII PROFESSIONAL ADVANCEMENT

1. Reimbursement for Tuition

The Board will reimburse the cost of tuition, including enrollment and laboratory fee, to Principals who voluntarily engage in and satisfactorily complete educational courses beneficial to the school system. Other expenses such as graduation costs, thesis binding, yearbooks, parking fees, and transportation are not to be reimbursed. The maximum refund is one thousand and 00/100 (\$1,000.00) dollars per Principal within a school district fiscal year (July 1 through June 30).

2. Conditions for Reimbursement

Both the following conditions must be met to qualify for reimbursement:

a. Selected courses or degree programs must relate to a Principal's present position or to a reasonably predictable future assignment which may be requested of a Principal by the Board, and

b. To be eligible for reimbursement, a Principal will be required to obtain approval in writing before the start of a course from the Superintendent.

Reimbursement will be made after satisfactory proof of completion of the course is furnished by the Principal to the Board. Payment will then be made within thirty (30) days of the notice. Satisfactory proof of completion of the course for reimbursement shall be defined as submission of a grade report indicating a grade of B or better.

3. Other courses; Reimbursement

The Board will pay the full cost of tuition and other instructional expenses incurred in connection with any course, workshops, seminars, conferences, or in service training sessions which a Principal is requested by the administration to take. Such requests should be made of a Principal with one (1) month notice preceding the beginning of the course except in the case of an emergency.

4. Institutional Memberships

The Board will pay the cost of professional memberships for each employee in at least two (2) associations to a maximum of one thousand one hundred and 00/100 (\$1,100.00) dollars per school year.

5. National Convention

The Board may approve annually for room, meal expenses and registration and travel to attend a national convention for members of the Association. Selection of the convention and the attendee(s) shall be made by the Superintendent after consultation with those members of the Association who have submitted requests for consideration. Expenditures to implement this provision shall be limited to three thousand (\$3,000.00) dollars per year.

**ARTICLE IX
SALARIES**

1. Withholding of increase

Recommendations for Principals to receive said salaries shall be made by the Superintendent and acted upon by the Board. The Board may elect not to increase a Principal's salary from the previous year for inefficiency or other just cause, provided the inefficiency be established in keeping with the following principle:

Principal inefficiency shall be determined on the basis of written reports by the Superintendent and/or the Principal's immediate Supervisor. Such reports shall be fully discussed with the Principal and shall state whatever changes are deemed necessary.

2. Travel Allowance

Each member of the Association will receive a travel allowance of five hundred dollars (\$500.00) per school year. This will be received in two (2) equal installments.

3. Direct Deposit

Effective July 1 2014, the Board shall require net pay of Administrators to be directly deposited in a specific banking institution in a checking account, savings account, or share account designated in writing by the Administrator. The Board shall make available for such employees all information concerning net pay and any accompanying information approved

for distribution with net pay available on the Internet with restricted access.

ARTICLE X WORKDAY/HOUR/YEAR

1. Principals are not required to report to work on school holidays or vacation periods between September 1 and the close of the school year, unless all teachers are required to report. All days between the close of school and July 1 are workdays for principals and all principals shall work five (5) days during vacation periods or Saturdays between September 1 and the close of school. If possible, thirty (30) days' notice will be provided prior to the scheduling of any of these days.

2. The regularly scheduled work day for all Administrators in the unit shall be eight (8) hours. Administrators shall ensure that at all times when school is in session, it shall be covered by an appropriate Administrator. As part of their regular duties, Administrators must on occasion devote time beyond the regularly scheduled work day.

**ARTICLE XI
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2013 and shall continue in effect until June 30, 2016. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

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

WALDWICK ASSOCIATION OF SCHOOL
ADMINISTRATORS

BY: Robert J. Lee

BY: Michael J. Meyer

DATE: 8/25/14

WALDWICK BOARD OF EDUCATION

BY: Dawn Murr

BY: John Duff

DATE: 8/18/14

Principal/Administrators Salaries

**Increase Salaries by 2.2% in 2013-14, 2.3% in 2014-15 and 2.3% in 2015-16

High School Principal

2013-2014	147,221
2014-2015	150,607
2015-2016	154,071

Middle School Principal

2013-2014	155,825
2014-2015	159,409
2015-2016	163,075

Elementary School Principals

2013-2014	157,870 T	125,706 C
2014-2015	161,501 T	128,597 C
2015-2016	165,216 T	131,555 C

Director of Special Services

2013-2014	120,468
2014-2015	123,239
2015-2016	126,073

High School/Middle School Assistant Principal

2013-2014	112,115
2014-2015	114,694
2015-2016	117,332