# AGREEMENT BETWEEN JEFFERSON TOWNSHIP BOARD OF EDUCATION AND JEFFERSON TOWNSHIP ADMINISTRATORS' EDUCATION ASSOCIATION

July 1, 2004 through June 30, 2007

#### PREAMBLE

This agreement, entered into this 13<sup>th</sup> day of September 2004, between the Board of Education of Jefferson Township, hereinafter referred to as the "Board", and the Jefferson Township Administrators' Education Association, hereinafter referred to as the "JTAEA".

#### ARTICLE I RECOGNITION

Pursuant to the provisions of Chapter 123, Public Laws Of 1974, the Board hereby recognizes the JTAEA as the Majority representative and as exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified personnel under contract or on leave, now employed or as hereafter may be employed by the Board, including: Principals, Vice Principals, and Directors.

#### ARTICLE II NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the provisions of Chapter 123, Public Laws of 1974, such negotiations shall begin not later than November 2006. The JTAEA shall receive from the Board of Education, within thirty (30) days following receipt of the proposed contract, its reply to same.

B. Upon request by the JTAEA president, the Board agrees to make known to the president when and where information is available that the Board is required by law to release. Not later than October 1, 2006, the Board shall provide the JTAEA with a complete administrative salary study showing administrator number, Jefferson Township experience, total experience level, contract salary, and the Board shall, as soon as same is available, supply the salary schedule.

C. Neither party in any negotiation shall have any control over the election of the negotiating representatives of the other party.

D. In accordance with Chapter 123, Public Laws of 1974, the Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the JTAEA for the duration of this agreement.

E. This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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

### ARTICLE III GRIEVANCE PROCEDURE

#### A. <u>DEFINITION</u>

- 1. A "grievance" shall mean a complaint by any employee or group of employees that there has been to the employee(s) or to the JTAEA an inequitable, improper or unjust application, interpretation or violation of Board policy, this Agreement, or an administrative decision;
- 2. A grievance to be considered under this procedure must be initiated by the grievant (the employee or the JTAEA as to its rights) within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.

#### B. PROCEDURE

1. (a) Failure to follow any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

(b) It is understood that any employee grievance shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

- 2. Any employee grievant who has a grievance shall discuss it first with his/her immediate superior in an attempt to resolve the matter informally at that level. If a building principal is not an immediate supervisor he/she will be informed of the nature of the grievance.
- 3. If within five (5) school days after the informal discussion with the principal or other immediate superior, the employee grievant is still dissatisfied with the decision that has been rendered by the principal or immediate superior, such grievance must be made in writing specifying:
  - (a) nature of the grievance;
  - (b) nature and extent of the injury, loss or inconvenience;
  - (c) results of previous discussions;
  - (d) dissatisfaction with decisions previously rendered.

The principal or immediate superior shall render a decision formally within five (5) days after receipt of the written grievance.

4. The employee grievant, within five (5) school days after receipt of the decision of the immediate superior, may appeal the decision to the Superintendent of Schools. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate a decision in writing to the employee grievant, to the JTAEA and other immediate superior.

- 5. If the grievance is not resolved to the grievant's satisfaction; he/she may request a review by the Board no later than five (5) school days after receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools 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 any option of the Board, except as noted below, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and the JTAEA within twenty (20) calendar days of the date of the hearing. The referred to hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice. Upon request of the following matters the Board shall not be required to give reasons for its decision. Decisions by the Board in these matters shall be final and such decisions shall not be subject to appeal or arbitration.
  - (a) Any matter for which a specific method or review is prescribed and expressly set fourth by law or any rule or regulation of the State Commissioner of Education.

#### OR

- (b) A complaint by any member of the JTAEA occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position, for which tenure either is not possible or not required.
- 6. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he/she wishes review by a third party, he/she shall so notify the JTAEA within ten (10) days of receipt of the Board's decision. If the JTAEA determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) school days of receipt of the Board's decision.
- 7. (a) The following procedure will be used to secure the services of an arbitrator:
  - 1. A joint request by the JTAEA and the Board be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - 2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.
  - 3. If the parties are unable to determine within ten (10) days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.
    - (b) The arbitrator shall be limited to the issue submitted and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties, or any policy of the Board. The recommendations of the arbitration shall be binding.

- (c) Rights of JTAEA members to representation:
  - 1. Any aggrieved person may be represented to any or all stages of the grievance procedure by himself/herself, or, at his/her option, by the JTAEA by a representative selected or approved by the JTAEA.
  - 2. When a JTAEA member is not represented by the JTAEA in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level, be notified by the Superintendent that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.
  - 3. The Board and the JTAEA shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to this personal grievance.

## C. COSTS

- 1. Each party will bear its own cost.
- 2 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.
- 3. If any time is lost by any employee who is required to be at arbitration proceedings, which have been mutually scheduled and agreed to, there shall be no loss of pay.
- D. If, in the judgment of the JTAEA a grievance directly affects a group or class of employees, the JTAEA may submit such grievance in writing to the Superintendent directly in accordance with the procedure set forth above and the processing of such grievance shall commence at said level. The JTAEA may process such grievance through all levels of the grievance procedure.

#### ARTICLE IV EMPLOYEE RIGHTS

- A. No employee shall be disciplined in any manner or form without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public unless formal charges are made, and shall be subject to the grievance procedure.
- B. Whenever any employee is required to appear before the Board of any committee or member thereof concerning any charge or inquiry into a matter which could adversely affect the continuation of that employee in his office, position or employment or the salary of any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a designated representative of the JTAEA present to advise him/her and represent him/her during such meeting or interview.
- C. In the event a non-tenure JTAEA member is not retained he/she shall have the right to fully discuss the matter with the Superintendent and have the right to a representative of his/her choosing at such discussion.

#### ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

- A. The JTAEA shall have the right to reasonable use of the school mailboxes and the inter-school mail facilities.
- B. The rights and privileges of the JTAEA and its representatives as set forth in this Agreement shall be granted only to the JTAEA as the exclusive representative of the employees and to no other organization.
- C. The JTAEA shall certify to the Superintendent of Schools the name of the President of the JTAEA by July 1<sup>st</sup> of each year. If it becomes necessary to change the President of the JTAEA because of illness, death, or change of employment, the person designated to fill the vacated office shall be granted the above as soon as feasible.
- D. Whenever any representative of the JTAEA participates in meetings mutually convened during working hours, they shall suffer no loss of pay.
- E. The JTAEA shall have the right to use school facilities and equipment, at times which will not interfere with the operation of school or central office business. The JTAEA shall furnish all materials and supplies incident to such use and for any repairs necessitated as a result of said use.

#### ARTICLE VI EMPLOYMENT

- A. Previously accumulated unused sick leave days will be restored to all employees who return from extended leaves.
- B. Employees shall be notified of their contract status no later than the Board meeting of May 15<sup>th</sup> of each year; such contract shall be returned to the Superintendent within ten (10) days signed or unsigned.

#### ARTICLE VII ASSIGNMENT

- A. Each administrator shall be given written notice of his/her assignment no later than the last weekday in May provided he/she has returned his/her signed contract. Such assignments are subject to individual changes in event of materials change of circumstances or emergency. Each employee affected by such change shall be notified promptly and in writing.
- B. It shall be the policy of the Board to reimburse their employees for travel required in conjunction with their employment at the current Internal Revenue Service rate per mile. Mileage from the employee's residence to his/her first place of work for the day and from his/her place of work for the day to his/her residence shall not be reimbursable. If employees are expected to return to work a second time during the course of a day for evening functions they shall be reimbursed for their mileage (this would also apply to any expected weekend travel to the school).
- C JTAEA members shall be assigned only within the area or scope of their certificates.

### ARTICLE VIII SALARIES

#### A. <u>SALARIES</u> (See Appendix Salary Guides A & B)

- 1. The salaries of all administrators covered by this Agreement are set forth in Appendix A, covering the years 2004-2005 (Average of 8.95%), 2005-2006 (Average of 2.56%), and 2006-2007 (Average of 2.56%) which is attached hereto and made a part hereof; said salary schedules shall be enforced in accordance with existing rules and regulations for application thereof.
- 2. Administrators shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month. In the event the 15<sup>th</sup> or 30<sup>th</sup> falls on a vacation, holiday or weekend, the employee will be paid on the working day prior to the vacation, holiday or weekend.
- B. Administrators may individually elect to have ten percent (10%) or more if they so desire, of their monthly salary deducted from their pay. These funds shall be paid to the administrator as follows:
  - 1. Summer Pay Plan
    - (a) Employee completes a Tri-County Federal Credit Union form indicating amount of deduction and returns to Tri-Co;
    - (b) Tri-Co sends this signed form to the Board for monthly deductions;
    - (c) Tri-Co furnishes employee with quarterly statements showing status of each employee's account;
    - (d) Tri-Co furnishes the Board with a master list of deductions for savings.
- C. Longevity shall not apply to any employee hired to begin on or after July 1, 1997 and shall be awarded as follows:

*Years	Per Year
21 - 25	800.00
26 - 30	900.00
31 – on	1000.00

\* Continuous years of service in Jefferson Township

- D. Administrators who reach retirement eligibility status prior to the 26 and 30 year period, may at their option, indicate to the Board their intention to retire, and such administrators will then receive the longevity payment as provided by provision C above.
- E. Sick Days: The two personal leave days without reason, if not used, are allowed to accumulate as sick leave. Upon retirement only, each unused sick leave day shall be reimbursed at \$102 per day, with a total employee cap of \$20,000. (Exception: Edward Cleaver will be grand-fathered at a cap of \$25,565.)

- F. Vacation Days: No administrator shall accrue any more than five vacation days in any year or in total. That is, if an administrator uses only 20 days in 2004-2005 based upon a 25 days allotment, that administrator must use at least 25 days the succeeding year, or lose any such days not taken. Such accrual shall be limited to future use as vacation, as no accruals for the purpose of payment shall be allowed after July 1, 1997. Availability of vacation days will be one-fourth of the allotment per calendar quarter. Special circumstances will be approved by the Superintendent. For example, members will have 6.25 days available at July 1 and on October 1 6.25 more will be available.
- G. The JTAEA may designate three tax-sheltered annuity plans to the Board and the Board shall permit employees wishing to participate in such plans to do so by way of a payroll deduction.

#### ARTICLE IX EVALUATIONS

- A. An administrator shall have the right to see his evaluation reports, and shall be given a copy of all reports.
- B. If derogatory reports or administrator materials are to be retained for other than investigation, the administrator shall be shown the reports or letters, and given the opportunity to file a written answer to such material. This answer will be placed along with the derogatory material in the administrator's file. If the material is not to be retained it shall be destroyed by the Superintendent.

In the event any new material of a non-confidential nature is to be placed in the personnel folder (confidential material by way of description and not limitation refers to references, transcripts, and the like) the employee shall be given a copy or notified prior to its insertion and be given the opportunity to review such material. The employee's written comments, if any, relative to the materials, shall be made part of the employee's file.

- C. Existing files that were not shown to an administrator shall be checked for derogatory material and if any exists, may be returned to the administrator's file only in accordance with provisions of B above.
- D. Annual written evaluations shall be followed by a personal conference between the administrator and his/her supervisor. An administrator shall have a reasonable opportunity to respond in writing to his/her evaluation. An administrator's signature on the evaluation report indicates that they have received a copy of the report and have had an opportunity to discuss it with the evaluator, however, it does not necessarily mean that he/she agrees with the evaluation.

#### ARTICLE X SICK LEAVE

A. All twelve (12) month employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year, subject to the other provisions of this contract.

### ARTICLE XI

#### TEMPORARY LEAVE OF ABSENCE

- A. Administrators shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
  - 1. Up to two (2) days leave of absence for personal business, which requires absence during school hours. Oral application to Superintendent for personal leave shall be made at least five (5) days before any day requested (except in the case of emergencies) and the applicant for such leave shall be required to state the reason for taking such leave. Application for leave of absence shall be guaranteed for the following only:
    - a. Employee house closing;
    - b. Court appearance when subpoenaed;
    - c. Administrator's graduation day;
    - d. Employee's child college orientation and for graduation;
    - e. Professional consultation for employee or member of household when such appointment must be scheduled during employee's working hours (such as: psychiatric or medical exams, child guidance);
    - f. Grave illness of any member of employee's immediate family not living in employee's household when such employee's presence is requested by attending physician;
    - g. Employee's divorce hearing or involvement in civil suits when the employee is a necessary part of the action;
    - h. Employee's participation in examination when such examination cannot be scheduled beyond employee's working hours;
    - i. Upon oral request, the same two days may be granted, at the discretion of the Superintendent for needs such as funeral arrangements and observations or home emergency situations when no immediate action may result in financial loss;
    - j. Any religious holidays stipulated by state law where said observance prevents the employee from working on said days.
  - 2. Two (2) personal days may be taken, without reason, for non-recreation purposes provided oral application to the Superintendent or immediate supervisor (if applicable) is made at least five (5) days before any day requested (except in the case of emergencies). (Refer to VIII.E)
  - 3. For absence due to illness of any member of the employee's immediate family living in the employee's household, life partner living in immediate household, or for any member of the employee's immediate family not living in the employee's household for whom a doctor's certificate is provided stating that the employee's presence is required for medical reasons. Full pay for not more than five (5) days in each school year shall be paid to the employee. The immediate family is defined as: husband, wife, life partner, child, father, mother, mother-in-law, father-in-law, brother and sister.
  - 4. Employees who are summoned by the Court to appear for the purpose of jury duty shall be granted leave for the period of absence. Jury duty in local, county or other courts, established under the laws of the State and deriving their authority therefrom, is considered jury duty in a State court. Before jury duty leave is granted, an employee must submit a true copy of the official summons one (1)

week prior to the beginning of such duty. Employees serving jury duty shall be reimbursed the difference between the salary and court pay for all schoolwork days of absence.

- 5. Up to five (5) school days at any one time in the event of death of employee's spouse, child or parent. Up to three (3) calendar days at any one time in the event of death of any employee's son-in-law, mother-in-law, daughter-in-law, father-in-law, grandparent, brother, sister, brother-in-law, sister-in-law and grandchild.
- 6. Allowances shall be made for time necessary for appearance in a legal proceeding in which employee's appearance is necessary on behalf of the Board.
- 7. Up to five (5) school days without pay for the purpose of marriage and honeymoon, or up to one (1) day without pay for the purpose of attending the marriage of a member of the immediate family.
- 8. Other leaves of absence with pay may be granted by the Board for good and sufficient reason.
- B. Leaves taken under Section A above shall be in addition to any sick leave to which the employee is entitled.

#### ARTICLE XII EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay for up to two (2) years shall be granted to any employee who joins the Peace Corp, Vista, or accepts a Fullbright Scholarship and is a full-time participant in such program.
- B. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- C. All employees who wish to apply for a disability/non-disability leave, without pay, should read and complete form F4152.2. During the term of leave, an employee may utilize all or part of accumulated sick leave. All leaves will recognize the need to provide for continuity of instruction, minimize the disruption of the teaching/learning process and establish dates to ascertain and secure appropriate personnel.

#### D. LEAVES OF ABSENCE RELATING TO PREGNANCY AND CHILD CARE

- 1. Sick leave may be utilized during the actual period of disability during pregnancy in accordance with state laws, regulations, and case law.
- 2. Family leave for the care of a newborn or newly adopted child will be granted, without pay to eligible administrators in accordance with the federal Family and Medical Leave Act and the state Family Leave Act and applicable regulations.
- 3. Leave for the care of a newborn or newly-adopted child will be granted, without pay, to tenured administrators, in addition to any leaves described above, for the remainder of the academic year in which the leave is granted. Renewals of unpaid childcare leave for not more than the succeeding full academic year may be approved at the Board's discretion. Time on unpaid leave pursuant to this paragraph shall not be credited for tenure accrual and salary guide advancement.

- 4. Requests for unpaid leave pursuant to paragraph 3 by non-tenured administrators may be granted at the sole discretion of the Board. Time on such unpaid leave shall not be credited for tenure accrual and salary guide advancement.
- 5. An administrator must apply for unpaid family or child care leave no less than ninety (90) calendar days prior to the anticipated delivery day wherever possible, or in the case of adoption, as soon as the administrator is informed of the date custody of the child will be obtained.

### ARTICLE XIII SABBATICAL LEAVE

- A. The underlying philosophy of the sabbatical leave is to increase the quality of administration to gain enriching and broadening experience by professional study, research or travel. Major consideration must be given to the benefits, which will accrue to the pupils and the community, through the individual's personal growth. Sabbatical leave shall only be granted for formal study or formal research.
- B. An applicant must be a certificated employee who has rendered service in the school system for no less than seven (7) active school years preceding the sabbatical leave. The applicant's statement of purpose and plan for sabbatical leave should reflect maturity and readiness commensurate with his/her experience in education.
- C. Not more than one administrator shall be granted sabbatical leave in any one academic year.
- D. A sabbatical leave may be granted for a period of one (1) semester or one (1) full year.
- E. Application for sabbatical leaves of absence must be filed with the Superintendent no later than January 1st for a leave beginning the first semester of the next school year. An applicant for a Sabbatical Leave of Absence shall file with the application form a detailed program for the period requested for Sabbatical Leave. All recommendations for approval will be made by the Superintendent to the Board.
- D. An administrator on sabbatical leave (either for one half (1/2) of a school year or for a full school year) shall receive 50% of their salary while on sabbatical leave.
- G. A certificated employee who is granted a sabbatical leave shall retain all rights of tenure and automatic increases in salary rating the same as though teaching the period of leave. Interruption of the sabbatical leave program by serious accident or illness shall not affect the sabbatical leave contract providing satisfactory evidence is presented to the Superintendent within twenty (20) days of such accident or illness. At the expiration of leave, the employee shall be reinstated to his former assignment, unless the position is not available. If the former position is not available, a consultation shall be arranged after which the Superintendent shall recommend to the Board an assignment in the best interest of the employee and/or schools.
- G. An employee granted a sabbatical leave must return to the system and serve for a period of not less than two (2) years following the completion of the leave. If unwilling to meet the obligations of return to the system for a two (2) year period, the employee shall immediately forfeit all rights of tenure and automatic increases in salary rating. An employee on sabbatical leave must notify the Superintendent of Schools in writing of this intention to resume duties in the system at least sixty (60) days prior to the

expiration of said leave. Upon return from sabbatical leave, an administrator shall be placed on the salary schedule at the level, which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

#### ARTICLE XIV PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. As incentive for furthering education, the Board will financially assist administrators by providing course reimbursement for professional courses in which the administrator enrolls in an amount not to exceed **\$15,000.00** annually for the total administrative team for the duration of the agreement. A grade of B or better is required for reimbursement eligibility. When an A-F system is not in force, e.g. S/U, reimbursement may occur upon the review of the superintendent. Reimbursement for successful completion of graduate study will be awarded to members attending only institutions of higher learning founded prior to 1950. Course reimbursement of more than \$6000 annually obligates the member to service to the district for a one-year period following receipt of a passing grade or be required to repay the amount in excess of \$6000 received for that year.
  - 1. Procedures
    - a. JTAEA President will poll the membership by July 1 to identify those who intend to register for graduate courses and the respective tuition reimbursement costs.
    - b. To be eligible for course reimbursement, a staff member must have the written approval of the Superintendent prior to enrolling in a course.
    - c. Eligibility for reimbursement is determined by the following formula:
      - i. \$15,000/3 semester/# of administrators enrolled in approved courses;
      - ii. Any end-of-year balance will be distributed to aforementioned administrators not to exceed the original expenditures
    - d. Upon completion of the course of study, the course grade shall be submitted to the Superintendent along with a copy of the signed course approval form.
    - e. Upon Superintendent's review, a purchase order will be processed by the Superintendent's Office and submitted to the School Business Administrator for payment.
- B. Administrators may attend local and state workshops, conferences and conventions for which they will be fully reimbursed upon prior approval of the Superintendent to attend. Full reimbursement by the Board will be paid for two JTAEA administrators in 2004-2005 and three JTAEA administrators' attending professional workshops and/or national conventions for 2005-2006 and 2006-2007.
- C. Any JTAEA employee who holds or earns a doctorate degree will receive compensation each year in the amount of \$3,000 in addition to his/her placement on the salary guide.
- D. Any employee who is promoted to Administrator from within the district will have his/her mentoring and assessment fees paid by the Board of Education not to exceed \$2,500 per promotion.

#### ARTICLE XV HOSPITALIZATION

- A. The board shall provide full family hospitalization on the existing health plan for all administrators. (Blue Cross, Blue Shield, Major Medical and Rider J). If subsequently permitted by law or regulation governing the Board's health insurance program, all new members would be eligible for single coverage only.
- B. The Board shall provide family dental coverage.
- C. The Board shall pay \$95.00 per year toward the contributory portion of the employee's life insurance coverage.

#### ARTICLE XVI MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be printed at the joint expense of the Board and the JTAEA within thirty (30) days after the Agreement is signed and presented to each employee now employed, hereafter employed, or considered for employment by the Board.
- B. Whenever any notice is required to be given by either of the parties to this Agreement, to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter at the following addresses:
  - 1. If the Association, to the Board at 28 Bowling Green Parkway, Lake Hopatcong, New Jersey 07849; or
  - 2. If the Board, to JTAEA at the home of the president of the JTAEA.
- C. Any provision of the JTAEA Agreement or any application of this Agreement held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Any individual contract between the Board and an individual member of JTAEA, heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- E. The Board will pay the county, state and national dues of members of the JTAEA.
- F. Administrators, at their request will receive one physical examination per year.

- G. As professionals, administrators are expected to devote to their assignments the time necessary to meet their responsibilities. Administrators will be granted 25 days vacation with pay. The dates of such vacation periods, not necessarily in consecutive order, will be scheduled by the Superintendent prior to May 1<sup>st</sup> of the current school year. Once scheduled the vacation period shall not be interrupted or rescheduled except by mutual consent of the administrator involved and the Superintendent.
- H. The building Principal will be involved in all decisions affecting his/her school(s) except in emergency situations. It is understood that all final decisions will be made by the Superintendent, the "Board" or their delegated representatives.
- I. <u>SNOW DAYS</u>: The Association recognizes the need for administrators to work on days on which school is closed to students. On these days, a rule of reason will prevail such that each administrator is expected to use his/her best efforts to arrive at school as soon as safe and practicable. In cases of severe and prolonged inclement weather, the Superintendent may exercise discretion to relieve all administrators from being present at school. In such cases each administrator will be notified by telephone.

#### **ARTICLE XVII DURATION**

Except as designated by specific datelines within this Agreement, this instrument shall be effective July 1, 2004, except as otherwise provided, and shall continue and remain in full force and effect to and including June 30, 2007, when it shall expire. The economic provisions of the Agreement shall be effective as of July 1, 2004.

> Jefferson Township Administrators' Education Association

Attest:

Secretary

By: President

Jefferson Township Board of Education

By: \_\_\_\_\_

Attest: Superintendent of Schools

President

## **APPENDIX A** ADMINISTRATIVE SALARY GUIDE 2002-05

Position/Name	2002-03	2003-04	2004-05
Cooke	90,825	95,095	99,931
Raj	87,122	91,218	95,857
Strong	87,122	91,218	95,857
Prystash	92,748	97,108	102,047
Baggs	100,922	105,666	111,040
Nick	108,859	113,977	119,773
Bossard	88,224	92,371	96,060
Jones	85,046	89,044	93,572
Purzak	88,661	92,829	97,550
Cleaver	94,674	98,177	101,515
Antunes	88,688	92,857	97,579
Cleary	104,314	108,173	111,851
DiColo	100,483	105,206	110,557
Rendle	104,314	108,173	111,851
Steinberg	92,457	96,804	101,727
Thornton	100,483	105,206	110,557

#### MINIMUM AND MAXIMUM SALARY RANGES

	VP-MS	VP-HS	Tech Coor.	Princ. ES	Director	Princ. MS	Princ. HS
2002-2003:							
Minimum: Maximum:	75,847 89,587	77,925 92,041	76,886 94,674	86,757 102,472	88,315 104,314	92,471 109,222	99,744 118,342
<u>2003-2004:</u> Minimum: Maximum	78,653 92,901	80,808 95,446	79,731 98,177	89,966 106,264	91,583 108,173	95,892 113,263	103,435 122,721
<u>2004-2005:</u> Minimum: Maximum:	81,328 96,060	83,556 98,692	82,442 101,515	93,025 109,877	94,696 111,851	99,153 117,114	106,951 126,893

- 1. No employee shall be paid at a salary rate that is below the minimum rate of above the maximum rate for his/her position classification.
- 2. An employee who is hired after February 1 shall not receive a salary rate increase for the following year except as may be required to increase his/her salary rate to the new minimum rate for his/her position classification.
- 3. Each employee not excluded by #2 above, shall receive a salary rate increase of:
  3.900%
  3.700%
  3.400%
- 4. In addition, each employee receiving a salary rate pursuant to 3, above, shall receive an additional increase on the prior year's salary rate as follows (provided that such additional salary rate increase does not increase the salary rate to an amount above the maximum rate for his/her position classification:

0.43824% 1.00084% 1.68568%

## JEFFERSON ADMINISTRATORS SALARIES: AGREED-UPON GUIDES

NJSBA File: kwk\Jeffadm final guides

FTE	2003-2004		2004-2005				2005-2006				2006-2007
	Rate	Cost	Rate	Cost	Increase	e/FTE	Rate	Cost	Increase	/FTE	Rate
VP-MS											
1.0 1.0 <i>Max:</i>	84,000 92,371 92,901	84,000 92,371	91,700 100,071 <i>106,94</i> 5	91,700 100,071	7,700 7,700	9.2% 8.3%	94,380 102,751 <i>108,28</i> 2	94,380 102,751	2,680 2,680	2.9% 2.7%	97,127 105,498 <i>109,63</i> 6
VP-HS											
1.0 1.0 <i>Max:</i>	89,044 92,829 <i>95,44</i> 6	89,044 92,829	96,744 100,529 <i>109,554</i>	96,744 100,529	7,700 7,700	8.6% 8.3%	99,424 103,209 1 <i>10,9</i> 23	99,424 103,209	2,680 2,680	2.8% 2.7%	102,171 105,956 <i>112,310</i>
TECH C	OORD.										
1.0 <i>Max:</i>	98,177 <i>98,177</i>	98,177	105,877 110,858	105,877	7,700	7.8%	108,557 112,244	108,557	2,680	2.5%	111,304 <i>113,64</i> 7
PRINCIP	PAL - ELEM.										
<b>1.0</b> <b>1.0</b> 1.0 1.0 <i>Max:</i>	91,218 * 95,095 * 97,108 * 98,000 106,264	91,218 95,095 97,108 98,000	105,700 ** 105,700 ** 105,700 ** 105,700 <i>114,770</i>	105,700 105,700 105,700 105,700	14,482 10,605 8,592 7,700	15.9% 11.2% 8.8% 7.9%	108,380 ** 108,380 ** 108,380 ** 108,380 <i>116,205</i>	108,380 108,380 108,380 108,380	2,680 2,680 2,680 2,680	2.5% 2.5% 2.5% 2.5%	111,127 ** 111,127 ** 111,127 ** 111,127 111,127 <i>117,65</i> 8
DIRECT	ORS										
1.0 1.0 <b>1.0</b> 1.0 <i>Max:</i>	96,804 105,000 105,206 * 105,206 <i>108,17</i> 3	96,804 105,000 105,206 105,206	104,504 112,700 112,906 ** 112,906 <i>117,379</i>	104,504 112,700 112,906 112,906	7,700 7,700 7,700 7,700	8.0% 7.3% 7.3% 7.3%	107,184 115,518 115,729 ** 115,729 <i>118,84</i> 6	107,184 115,518 115,729 115,729	2,680 2,817 2,823 2,823	2.6% 2.5% 2.5% 2.5%	109,931 118,405 118,622 ** 118,622 <i>120,33</i> 2

* Doctora	* Doctorate in 2003-04: \$1,500 extra ** Doctorate in 2004-05, 2005-06 and 2006-07: \$3,000 extra										
::											
PRINCIP	AL - MIDDLI	E SCHOOL									
1.0 <i>Max:</i>	105,666 113,263	105,666	113,366 <i>123,900</i>	113,366	7,700	7.3%	116,200 <i>125,44</i> 9	116,200	2,834	2.5%	119,105 <i>127,017</i>
PRINCIP	PAL - HIGH S	CHOOL									
1.0 <i>Max:</i>	113,977 122,721	113,977	121,677 <i>130,4</i> 21	121,677	7,700	6.8%	124,719 <i>132,051</i>	124,719	3,042	2.5%	127,837 133,702
15.0		1,469,701		1,595,780				1,636,919			
	Doctorates	6,000	Doctorates	12,000			Doctorates	12,000			Doctorates
		1,475,701	Total	1,607,780			Total	1,648,919			Total
			- Target cost*	-1,607,782			\$ Increase	41,139			\$ Increase
				-2			% Increase	2.56%			% Increase
			% Increase	8.95%							

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\* Target cost in 04-05 = original 04-05 salaries (\$1,547,782) + \$60,000

#### ONLY NEED TO ADJUST H.S. PRINICPAL'S MAX. ALL OTHER MAXES ARE INDEXED BACK TO H.S. PRINC

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#### Index of H.S. Principal maximum to other position maximums

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|                          | Base Year | <u>In 04-05 &amp; forward</u> |
|--------------------------|-----------|-------------------------------|
| Supervisor (not in unit) | 0.759     | 0.754                         |
| VP - MS                  | 0.757     | 0.820                         |
| VP - HS                  | 0.778     | 0.840                         |

| Tech Coord | 0.800 | 0.850 |
|------------|-------|-------|
| Princ - ES | 0.866 | 0.880 |
| Director   | 0.881 | 0.900 |
| Princ MS   | 0.923 | 0.950 |
| Princ - HS | 1.000 | 1.000 |

| Cost                                                | Increase                         | e/FTE                        | Cumulat<br>Increas<br>Per FT         | se                               |  | 88,272                                                                 |
|-----------------------------------------------------|----------------------------------|------------------------------|--------------------------------------|----------------------------------|--|------------------------------------------------------------------------|
|                                                     |                                  |                              |                                      |                                  |  | 96,060<br>93,572<br>97,550                                             |
| 97,127<br>105,498                                   | 2,747<br>2,747                   | 2.9%<br>2.7%                 | 13,127<br>13,127                     | 15.6%<br>14.2%                   |  | 101,515<br>95,857<br>99,931<br>102,047<br>102,984<br>97,579<br>101,727 |
| 102,171<br>105,956                                  | 2,747<br>2,747                   | 2.8%<br>2.7%                 | 13,127<br>13,127                     | 14.7%<br>14.1%                   |  | 110,340<br>110,557<br>110,557<br>111,851<br>111,040<br>119,773         |
| 111,304                                             | 2,747                            | 2.5%                         | 13,127                               | 13.4%                            |  |                                                                        |
| 111,127<br>111,127<br>111,127<br>111,127<br>111,127 | 2,747<br>2,747<br>2,747<br>2,747 | 2.5%<br>2.5%<br>2.5%<br>2.5% | 19,909<br>16,032<br>14,019<br>13,127 | 21.8%<br>16.9%<br>14.4%<br>13.4% |  |                                                                        |
| 109,931<br>118,405<br>118,622<br>118,622            | 2,747<br>2,888<br>2,893<br>2,893 | 2.6%<br>2.5%<br>2.5%<br>2.5% | 13,127<br>13,405<br>13,416<br>13,416 | 13.6%<br>12.8%<br>12.8%<br>12.8% |  |                                                                        |

| 119,105                                             | 2,905 | 2.5% | 13,439                                | 12.7%          |  |
|-----------------------------------------------------|-------|------|---------------------------------------|----------------|--|
| 127,837                                             | 3,118 | 2.5% | 13,860                                | 12.2%          |  |
| 1,679,086<br>12,000<br>1,691,086<br>42,167<br>2.56% |       |      | Average Cur<br>3-Year Incre<br>14,359 | ase            |  |
|                                                     |       |      | Average Incr<br>Per Year<br>4,786     | rease<br>4.65% |  |

#### JEFFERSON ADMINISTRATORS SALARIES

Minimum and maximum salary rates shall be as follows:

|                | VP-MS   | VP-HS   | Tech.<br>Coord. | Princ. ES | Director | Princ. MS | Princ. HS |
|----------------|---------|---------|-----------------|-----------|----------|-----------|-----------|
| 2004-05        |         |         |                 |           |          |           |           |
| 2004-05        |         |         |                 |           |          |           |           |
| Minimum:       | 90,632  | 92,842  | 93,947          | 97,263    | 99,474   | 105,000   | 110,526   |
| Maximum:       | 106,945 | 109,554 | 110,858         | 114,770   | 117,379  | 123,900   | 130,421   |
| <u>2005-06</u> |         |         |                 |           |          |           |           |
| Minimum:       | 91,764  | 94,003  | 95,122          | 98,479    | 100,717  | 106,312   | 111,908   |
| Maximum:       | 108,282 | 110,923 | 112,244         | 116,205   | 118,846  | 125,449   | 132,051   |
| <u>2006-07</u> |         |         |                 |           |          |           |           |
| Minimum:       | 92,911  | 95,178  | 96,311          | 99,710    | 101,976  | 107,641   | 113,307   |
| Maximum:       | 109,636 | 112,310 | 113,647         | 117,658   | 120,332  | 127,017   | 133,702   |

1. No employee shall be paid at a salary rate that is below the minimum rate or above the maximum rate for his/her position. The Board continues to retain the right to determine the initial salary of new hires within these ranges.

2. A new employee who begins work after February 1 shall not receive a salary rate increase for the following year, except as may be required to increase his/her salary rate to the new minimum for his/her position.

3. For 2004-05, each employee not excluded by #2 above shall receive a salary rate increase as follows:

2004-05: \$7,700\* (as long as the salary rate does not exceed the maximum rate)

\* Exception: Elementary principals at White Rock, Briggs, Stanlick & Drummond will be brought up to salary level of elementary principal at Cozy Lake & Milton in 2004-05.

4. For 2005-06 and 2006-07, each employee not excluded by #2 above shall receive a salary rate increase as follows:

2005-06: \$2,680 or 2.5%, whichever is greater (as long as the salary rate does not exceed the maximum rate) 2006-07: \$2,747 or 2.5%, whichever is greater (as long as the salary rate does not exceed the maximum rate)

5. Doctorate Stipend: \$3,000

#### JEFFERSON ADMINISTRATORS SALARIES

NJSBA File: kwk\Jeffadm final guides B

#### Minimum and maximum salary rates shall be as follows:

|                | VP-MS   | <u>VP-HS</u> | Tech.<br><u>Coord.</u> | Princ. ES | <b>Director</b> | Princ. MS | Princ. HS |
|----------------|---------|--------------|------------------------|-----------|-----------------|-----------|-----------|
| <u>2004-05</u> |         |              |                        |           |                 |           |           |
| Minimum:       | 90,632  | 92,842       | 93,947                 | 97,263    | 99,474          | 105,000   | 110,526   |
| Maximum:       | 106,945 | 109,554      | 110,858                | 114,770   | 117,379         | 123,900   | 130,421   |
| <u>2005-06</u> |         |              |                        |           |                 |           |           |
| Minimum:       | 91,764  | 94,003       | 95,122                 | 98,479    | 100,717         | 106,312   | 111,908   |
| Maximum:       | 108,282 | 110,923      | 112,244                | 116,205   | 118,846         | 125,449   | 132,051   |
| <u>2006-07</u> |         |              |                        |           |                 |           |           |
| Minimum:       | 92,911  | 95,178       | 96,311                 | 99,710    | 101,976         | 107,641   | 113,307   |
| Maximum:       | 109,636 | 112,310      | 113,647                | 117,658   | 120,332         | 127,017   | 133,702   |

1. No employee shall be paid at a salary rate that is below the minimum rate or above the maximum rate for his/her position. The Board continues to retain the right to determine the initial salary of new hires within these ranges.

2. A new employee who begins work after February 1 shall not receive a salary rate increase for the following year, except as may be required to increase his/her salary rate to the new minimum for his/her position.

3. For 2004-05, each employee not excluded by #2 above shall receive a salary rate increase as follows:

2004-05: \$7,700\* (as long as the salary rate does not exceed the maximum rate)

\* Exception: Elementary principals at White Rock, Briggs, Stanlick & Drummond will be brought up to salary level of elementary principal at Cozy Lake & Milton in 2004-05.

4. For 2005-06 and 2006-07, each employee not excluded by #2 above shall receive a salary rate increase as follows:

2005-06: \$2,680 or 2.5%, whichever is greater (as long as the salary rate does not exceed the maximum rate) 2006-07: \$2,747 or 2.5%, whichever is greater (as long as the salary rate does not exceed the maximum rate)

5. Doctorate Stipend: \$3,000

### JEFFERSON TOWNSHIP ADMINISTRATORS SALARIES

File: jefferson\jeffadmin - final guides

| Admin. Position                     |     | <u>04-05</u><br><u>Salary</u> | <u>05-06</u><br><u>Salary</u> | <u>06-07</u><br><u>Salary</u> |
|-------------------------------------|-----|-------------------------------|-------------------------------|-------------------------------|
| H.S. Principal (D. Nick)            |     | 121,677                       | 124,719                       | 127,837                       |
| Director of Athletics (J. DiColo)   |     | 112,906                       | 115,729                       | 118,622                       |
| Director of Elem Ed (M. Thornton)   | *   | 112,906                       | 115,729                       | 118,622                       |
| Director of Guidance (I. Kraus)     |     | 112,700                       | 115,518                       | 118,405                       |
| Director of Spec Ser (T. Steinberg) |     | 104,504                       | 107,184                       | 109,931                       |
| Technology Coord (E. Cleaver)       | **  | 105,877                       | 108,557                       | 111,304                       |
| MS Principal (B. Baggs)             |     | 113,366                       | 116,200                       | 119,105                       |
| Elem Principal (K. Prystash)        | *   | 105,700                       | 108,380                       | 111,127                       |
| Elem Principal (M. Raj)             | *   | 105,700                       | 108,380                       | 111,127                       |
| Elem Principal (R. Powers)          |     | 105,700                       | 108,380                       | 111,127                       |
| Elem Principal (K. Cooke)           | *   | 105,700                       | 108,380                       | 111,127                       |
| H.S. VP (G. Jones)                  | *** | 96,744                        | 99,424                        | 102,171                       |
| HS VP (B. Purzak)                   |     | 100,529                       | 103,209                       | 105,956                       |
| MS VP (J. Howe)                     |     | 90,632                        | 93,312                        | 96,059                        |
| MS VP (J. Severs)                   |     | 90,632                        | 93,312                        | 96,059                        |

\* Holds Doctorate Degree: \$3,000 in addition to salary listed

\*\* Longevity: \$1,000 in addition to salary listed

\*\*\* Longevity: \$800 in addition to salary listed