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WOOD-RIDGE ADMINISTRATORS ASSOCIATION

MASTER AGREEMENT WITH WOOD-RIDGE BOARD OF EDUCATION

1993-1996

WOOD-RIDGE ADMINISTRATORS' ASSOCIATION
MASTER AGREEMENT WITH WOOD-RIDGE BOE
1993-94 1994-95 1995-96

Preamble

This agreement is entered into between the Board of Education of Wood-Ridge, the Borough of Wood-Ridge, NJ, hereinafter called the "Board," and the Wood-Ridge Administrators and Supervisors Association, hereinafter called the "Association."

In consideration of the following mutual covenants, it is hereby agreed as follows.

Article I

A. In accordance with Membership, Chapter 123, Public Laws of 1974, the Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all administrative personnel, whether under contract or on leave of absence, employed by the Board, including supervisory titles such as Principals, Assistant Principals, Coordinators, Supervisors, and any new supervisory titles which shall be established by the Board.

B. Unless otherwise indicated, the "administrative personnel," when used hereinafter in this agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male administrators shall include female administrators.

C. Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he or she may have under New Jersey Laws or any other applicable laws and regulations.

**Article II
Negotiations Procedure**

A. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.

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

C. This Agreement shall be in effect July 1, 1993, and shall continue in effect until June 30, 1996, subject to the Association's right to negotiate a successor agreement as provided herein.

Article III Grievance Procedure

A. Definitions

1. A "grievance" is a complaint or claim based upon an event or condition which affects terms and conditions of employment of an administrator or a group of administrators, and/or the interpretation, application, or violation of any of the provisions of this Agreement.

2. A "party in interest" is the person or persons making the claim and any person who might be required to take action.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise, affecting the welfare or terms and conditions of employment of administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted with the intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement.

C. Procedure

1. Filing a Grievance: A grievant shall institute a claim within 15 work days from the date of the occurrence giving rise to the grievance.

a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

b. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, June 30, the time limits set forth herein shall be reduced so that the grievance procedure may be processed prior to the end of the school year or as soon as thereafter as practical.

2. Level One - Superintendent (Informal procedure)

An administrator with a grievance, within 15 work days, shall first discuss it with the Superintendent or his designee, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

3. Level Two - WRAA and Superintendent (Formal procedure)

If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the aggrieved employee, but in no case later than 15 work days from the alleged occurrence giving rise to the grievance, he shall set forth his complaint in specific detail in writing to the WRAA. The WRAA may refer the grievance to the Superintendent of Schools or his designee. The Superintendent shall communicate his decision to the employee, in writing, within 10 work days of the receipt of the written complaint.

4. Level Three - Board of Education

If the aggrieved employee is not satisfied with the disposition of this grievance at Level Two or, a decision has not been rendered by the Superintendent within 10 work days, the WRAA may submit a written request within 10 work days of the Superintendent's written decision, or lack of response, to the Board, for a hearing. Within 10 work days of the receipt of the aggrieved person's notice the Board shall meet to discuss the complaint. The aggrieved person may have a representative of the Association present at this meeting, if he so desires. Within 10 work days after the Board's hearing, the Board's decision shall be sent in writing to the aggrieved person and to the Association.

5. Level Four - Arbitration

a. If the decision, or lack of decision, by the Board, does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within 10 work days after receipt of the appealed decision.

b. Within 10 work days after such notice of submission to arbitration, the Board and the Grievance Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employees Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employees Relations Commission.

c. All aggrieved parties shall continue under the direction of the Board and Administration pending the outcome of the grievance.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Administrators to Representation

1. Any party of interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative and/or an attorney selected or approved by the Association and Board.

2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Chairman of the Association Grievance Committee.

3. All documents, communications, and records dealing with the processing of a grievance shall be filed.

4. Meetings and Hearings - All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties of interest and their designated or selected representatives, heretofore referred to in this Article.

5. Processing of grievances at Level One and Two shall not interfere with the assigned duties of the parties of interest or their selected or designated representatives.

**Article IV
Association Rights and Privileges**

A. Use of School Buildings

1. Representatives of the Association, the New Jersey Principals and Supervisors Association, the NJASA, the NASSP, the NAESF and the NASA shall be permitted to transact official Association business at approved school facilities at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations.

2. The Association shall have the right to use the district inter-school mail facilities and school mail boxes.

3. Exclusive rights - The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the administrators, and to no other organization.

**Article V
Administrators' Work Year**

A. The work year for all administrators shall be on a 12 month basis. Each administrator is entitled to 22 working days of vacation annually, credited as 2 per month for the first 10 months of the contract year and 1 per month for the last 2 months of the contract year. The work year for all administrators shall include the extended school recess periods occurring during February and spring, with the exception of legal holidays which fall during these extended school recess periods, but not the recess period known as the NJEA convention and the extended recess known as Christmas.

B. Administrators are not required to work any days when schools are closed for emergency reasons which shall include, but not be limited to, inclement weather.

C. No administrator will schedule vacation leave during the last week of August or the first week in September without the approval of the Superintendent. Administrators will be available during the next to last week in August in case of an emergency. Administrators will not schedule vacation leave when students are present in the building unless approval is granted by the Superintendent.

D. Each administrator shall be allowed to carry over the equivalent of one year's vacation time (22 day) into the subsequent year.

**Article VI
Salaries**

A. The salaries of all administrators covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part thereof.

B. Administrators employed on a 12 month basis shall be paid in twenty-four (24) equal semi-monthly installments.

**Article VII
Administrator Assignment Notice**

All administrators will be given written notice of their building assignments for the forthcoming year as soon as possible.

**Article VIII
Voluntary Transfers and Reassignments**

A. The Superintendent shall make available to the Association and post for a minimum of 5 days in all schools buildings, a list of known vacancies when such shall occur. Anyone interested in these vacancies shall notify the Superintendent in writing within 5 consecutive school days of the initial posting. In the event the applications will be open for a longer period, deadlines will be included in the initial posting. In the event of a vacancy occurring during the vacation periods, the Association President, or his designated representative shall be notified of such vacancy.

B. Administrators who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than March 1. Such statement shall include the position to which the administrator wishes to be assigned or the school or schools to which the administrator wishes to be transferred, in order of preference.

**Article IX
Involuntary Transfers and Reassignments**

Notice of involuntary transfer or reassignment shall be given to administrators as soon as practicable.

**Article X
Administrator Evaluation**

A. 1. All monitoring or observation of the work performance of an administrator shall be conducted openly and with full knowledge of the administrator.

2. Administrators shall be evaluated in writing only by the Superintendent no later than June 30 of any given school year.

3. An administrator shall be given a copy of any evaluation report prepared by his evaluator at least 1 day before any conference to discuss it. No such report shall be submitted to the central office, placed in the administrator's file, or otherwise acted upon without prior conference with the administrator.

B. 1. An administrator shall have the right, upon reasonable request and notice to review the contents of his personnel file and to receive copies of any document contained therein. An administrator shall be entitled to have a representative of the Association accompany him during such a review.

2. No material derogatory to an administrator's conduct, service, character or personality shall be placed in his personnel file unless the administrator has had an opportunity to review the

material. The administrator shall acknowledge that he has had the opportunity to review the material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other documents of a similar nature, it shall not establish any separate personnel file which is not available for the administrator's inspection.

C. Any complaints regarding an administrator made to the Superintendent or any member of the Board by any parent, student, or other person which are used in any manner in evaluating an administrator shall be promptly investigated and called to the attention of the administrator. The administrator shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. 1. Prior to any annual evaluation report, the Superintendent shall have had appropriate communication, including, but not limited to, all steps in Section 2 below, with said administrator regarding his performance as an administrator.

2. Interim evaluation report shall be presented to the administrator by the Superintendent periodically in accordance with the following procedures:

- a. Such reports shall be issued in the name of the Superintendent based upon observation.
- b. Such reports shall be addressed to the administrator.
- c. Such reports shall be written in narrative form and shall include, when pertinent:
 - (1) Strengths and/or areas for improvement of the Administrator as evidenced during the period since the previous report.
 - (2) Specific suggestions as to measures which the administrator might take to improve his performance.

Article XI Facilities

The Board and the Association agree that in planning for future use of the schools and facilities, the Association shall have the opportunity to express its opinion and make recommendations to the Board.

Article XII Sick Leave

A. 1. The total number of days of sick leave that may be used by an employee in any one school year shall be the current annual sick leave allowance of 12 days, plus the accumulated unused sick leave of previous years.

2. On the first official school day of each year every administrator shall be given written notification of the number of sick days he has accumulated as of that date.

B. When an employee's allowable sick leave has been exhausted for the current year, due to serious illness, additional sick leave at full pay may be granted by special action of the Board.

C. When quarantine is not because of personal illness, the employee shall be allowed full pay, providing a certificate from the health officer of the community or from the school physician is presented and filed with the Superintendent.

D. Any employee absence resulting from personal injury, caused by an accident or contagious disease arising out of his employment, shall be paid up to 1 year without having such absence charged to his annual sick leave; such salary is to be reduced by the amount of any Workmen's Compensation temporary disability award.

Article XIII Temporary Leaves of Absence

A. Administrators shall be entitled to the following temporary leave of absence with full pay for each school year:

1. Personal days - An allowance of up to three (3) personal days shall be granted for personal business which cannot be conducted outside school hours and religious holidays. Provisions governing the use of personal days are the following:

a. Applications for such leave shall be made to the Superintendent at least three (3) days before taking such leave (except in cases of emergency).

b. Personal days shall not be approved on the first student day or last student day of the year.

2. a. Up to seven (7) consecutive calendar days shall be allowed, at any one time, in the event of death of an administrator's spouse, child, parent, brother, sister, mother-in-law, father-in-law, or any relative residing within the household of the administrator. Up to seven (7) calendar days shall be allowed at any one time, in the event of death of any other member of the administrator's household with the approval of the Superintendent.

b. Absence due to death in non-immediate family (grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, son-in-law, or daughter-in-law) not living within the household of the administrator, will be allowed, with pay, for the day of the funeral.

3. Leaves taken pursuant to subsections 1-2 above shall be in addition to any sick leave to which the administrator is entitled.

B. Administrators shall be entitled annually to accumulate a maximum of two (2) unused personal days and convert them to sick days.

C. Upon retirement, or upon termination as a result of reduction of force, an administrator shall be entitled to receive compensation for accumulated sick leave. The compensation shall be calculated by multiplying the number of accumulated sick days by \$30.00.

**Article XIV
Extended Leaves of Absence**

A. No leave of absence will be granted without the statement of an approximate return date.

B. Leaves of absence without pay may be granted by the Board for good reason. All administrators who are on any type of an extended leave of absence must give at least thirty (30) days notice to the Superintendent of their intention to return to employment.

C. All benefits to which an administrator was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return.

D. All extensions or renewals of leaves of absence under this article shall be applied for and granted or denied in writing.

E. Professional Leave: Each administrator may be allowed professional time for attendance at conferences, meetings, and professional visitations without deduction of pay, with the approval of the Superintendent.

**Article XV
Tuition Subsidy**

A. Any administrator under contract for a minimum of one (1) full contract year, may pursue professional study in any accredited college or university and present the tuition cost to the Wood-Ridge Board of Education. These courses must be on a graduate level.

B. The Board will pay all or part of such tuition up to a maximum of six (6) graduate credits in any one (1) school year and at a rate of an average of the tuition charged per credit by the three state colleges of Montclair State University, Jersey City State College, and William Paterson College. If said person received any type of reimbursement of tuition from any other source, that amount will be applied to the allowance reducing the amount available from the Board. The Board will honor and reimburse, within the next monthly accounting cycle, those tuition bills that are presented to the Superintendent showing a passing grade and credits earned. This subsidy is noncumulative. All courses must have prior approval of the Superintendent for tuition reimbursement.

**Article XVI
Protection of Administrators, Students and Property**

A. If legal action is taken against any administrator which was a result of him carrying out his administrative duties, the Board will provide legal assistance.

B. When absence arises from assault or injury incurred while in the performance of his duties, the administrator shall not forfeit any sick leave or personal leave. The Board reserves the right to have such reason for absence verified by the Board appointed physician.

C. Administrators shall immediately report cases of assault suffered by them in connection with their employment to the Superintendent in writing.

Article XVII Insurance Protection

The Board shall provide the health-care insurance protection as provided in the State Health Benefits Plan designated below:

Blue Cross, Blue Shield, Rider J, Major Medical

The Board shall pay full premium for insurance coverage.

The Board will enroll each new administrative employee in the insurance program as soon as possible and will make payment of insurance premiums for the administrator and his/her qualified dependents from the date of enrollment until employment is terminated.

Administrators employed after the September deadline shall be enrolled in the plan at the first available date.

The Board will pay full premium for employee and family dental insurance coverage with the same benefits as previously existing including coverage for orthodontia at a 50% coinsurance rate with a maximum of \$800.00 per case.

The district shall provide a prescription plan for each administrator and dependents to be chosen jointly by the Board and the Association. For the duration of this Agreement, the plan will be \$5.00/\$10.00 co-pay, with the employee paying five (\$5.00) dollars for each generic prescription and ten (\$10.00) dollars for each name-brand prescription. The amount of money representing the Board's obligation to provide a prescription plan beyond the end of this Agreement shall be limited to the cost of the plan in the third year of this Agreement.

Article XVIII Dues, Workshops, Conventions

The Board agrees to reimburse up to a total of \$1,500.00 annually for workshops, conventions and professional dues upon approval of the Superintendent.

Article XIX Miscellaneous Provisions

A. This Agreement constitutes Board policy, with regard to administrator employment, for the term of said Agreement, and the Board shall carry out the commitments contained herein and given them full force and effect as Board policy. The Association shall also carry out the commitments contained herein.

B. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is 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.

C. Any individual contract between the Board and an individual administrator, heretofore or here after executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during the duration, shall be controlling.

D. The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of administrators or in the application of administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status, or non-membership in the Association.

E. Copies of this Agreement shall be printed at the expense of the Board within a reasonable time after the Agreement is signed and presented to all administrators now employed or hereafter employed by the Board.

F. 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 registered letter at the following addresses...

1. If by the Association to the Board at 89 Hackensack St. Wood-Ridge, NJ 07075.

2. If by the Board to the Association at 258 Hackensack St. Wood-Ridge, NJ 07075.

Article XX Duration of Agreement

This Agreement shall be effective as of July 1, 1993, shall continue in effect through June 30, 1996, subject to the rights to negotiate a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested to by its secretary and its corporate seal to be placed hereon.

Wood-Ridge Administrators Association

By *Ernie Rucinski* President

By *Marilyn Baruch* Secretary

Date *11/18/94*

Wood-Ridge Board of Education

By *Charles P. DeLorenzo* President

By *Shayne D. Demichoff* Secretary

Date *11/23/94*

Schedule A, Salary Guide - 1993-96

| | 93-94 | 94-95 | 95-96 |
|---|----------|----------|----------|
| High School Principal | \$71,585 | \$74,985 | \$78,730 |
| Elementary Principal | \$76,600 | \$80,235 | \$84,250 |
| CST Coordinator/School Social Worker | \$69,650 | \$72,960 | \$76,610 |

On the occasion of the employment of any new administrator covered by this Agreement during the period of July 1, 1993, and through June 30, 1996, the Board is free to negotiate individually with the new administrator regarding annual salaries through June 30, 1996, which may be less than the specified salaries for that position.