

CONTRACT

VINELAND BOARD OF EDUCATION

AND

VINELAND ADMINISTRATORS AND SUPERVISORS ASSOCIATION

July 1, 2004 - June 30, 2007

ARTICLE I

RECOGNITION

A. UNIT

The Board hereby recognizes the Vineland Administrators and Supervisors Association as the exclusive and sole representative for purposes of collective negotiations for all Principals, Assistant Principals and Supervisors.

B. DEFINITIONS

1. Unless otherwise indicated, the term "principal" when used hereinafter in this agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined. A principal is also a teaching staff member within the meaning of the definition found in Title 18A N.J.S.A. and he shall be entitled to all benefits and bound by the responsibilities set forth therein and those found in the Vineland Board of Education Policies and Procedure Manual.
2. The term "Board" when used shall refer to the Vineland Board of Education, City of Vineland, New Jersey.
3. The term "Association" shall mean the Vineland Administrators and Supervisors Association.
4. "Promotion" shall mean a move to any job title that carries with it an increase in salary.
5. "Transfer" shall mean moving a principal within his/her job title.
6. "Vacancy" shall mean any unfilled position in any job title after transfers have been effected. All vacancies shall be advertised within VASA prior to their filing.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor Agreement in accordance with existing laws to reach agreement on all matters concerning the terms and conditions of principals' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all principals, be reduced to writing and signed by the Board and the Association.

## ARTICLE III

### PRINCIPALS RIGHTS

A. In accordance with existing laws, the Board hereby agrees that every principal employed by the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other activities for mutual aid and protection.

B. The rights granted to principals hereunder shall be deemed to be in addition to those provided by the State Board of Education Rules and Regulations and Board policies.

## ARTICLE IV

### INSURANCE PROTECTION

A. The Board of Education will assume, upon request of the individual employee, the cost of hospital, medical, major medical and other insurance and health care benefits as provided by the Board to employees represented in its agreement with the Vineland Education Association for the period July 1, 2004 through June 30, 2007.

B. Effective July 1, 1989, The Board shall furnish the prescription drug insurance and dental and/or optical reimbursement plan and/or insurance referred to in Section "A" to principals who retire during the duration of this contract after completing not less than twenty (20) years of employment with the district. Such coverage shall be for a period beginning from the date of retirement to the retiree's 70th birthday or death, whichever arrives first.

C. Employees enrolled in the Board's health insurance coverage plan may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Employees who waive all coverage shall receive an end-of-year payment in the amount of thirty per cent (30%) of the applicable premium for the insurance plan in lieu of the insurance, based on the number of months that the insurance is waived during the year. An employee may revoke his or her waiver of coverage and request re-entry into the employer's plan, subject to a change in status, as provided under §125 of the Internal Revenue Code. This provision is contingent upon the existence of a plan established pursuant to §125 of the Internal Revenue Code.

## ARTICLE V

### PROFESSIONAL DEVELOPMENT

A. The Board agrees to pay tuition costs of courses taken by a principal at an accredited college or university up to a maximum of six credits. A principal may not be reimbursed for courses taken during the first year of employment in Vineland. Principals taking courses in the second and third year of employment in Vineland will not receive remuneration until tenure has been secured. The remuneration will then be retroactive and will be paid to the principal in a lump sum within sixty (60) days after the principal has secured tenure. All courses must be approved by the Superintendent.

B. A principal who desires to attend conventions, seminars, workshops, etc. as they occur during the school year shall apply to the Superintendent of Schools for permission. The Superintendent will make the decision to send the number of principals deemed necessary to provide continuance of the professional improvement of administrative and supervisory personnel.

C. The Board agrees to pay per Principal a sum not to exceed \$800.00 per year for the first year of this agreement; \$900.00 for the second year of this agreement; and \$950.00 for the third year of this agreement, for members to advance their professional skills by maintaining active membership in any of the following professional organizations:

- International Reading Association
- National Association of Secondary School Principals
- National Council, Geographic Education
- National Association of Federal Education Programs
- National Association of Federally Impacted Schools
- National Council for Teachers of Math
- National Association of Elementary School Principals
- National Association of Student Activity Advisors
- National Education Association

National Council of Teachers of English  
National Association of Bilingual Educators  
NJ Association of Educational Technology  
NJ Science Supervisors/Science Teachers Association  
NJ Principals and Supervisors Association  
NJ Association for Supervision and Curriculum Development  
NJ Council for the Social Studies  
NJ Geographic Alliance  
NJ Association for Federal Program Administration  
NJ Association of Black Educators  
NJ Association for Teachers of Math  
NJ Science Teachers Association  
NJ Science Supervisor Association  
NJ Association of School Administrators  
NJ Teachers of English to Speakers of Other Languages-  
Bilingual Educators  
NJ Association for Lifelong Learning - Kappa Delta Pi  
NJ Alliance of Black School Educators  
NJ Education Association  
NJ Urban Special Education Administrators-Council for  
Exceptional Children  
Association for Supervision and Curriculum Development  
American Personnel and Guidance Association  
Phi Delta Kappa  
Vineland Administrators and Supervisors Association  
Reading Council of Southern New Jersey  
Reading Association of New Jersey  
National Council for Social Studies  
American Association of School Administrators  
Cumberland County Principals and Supervisors Association  
Teachers of English to Speakers of Other Languages  
American Association for Adult and Continuing Education

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. A grievance is an allegation by a principal, principals or the Association that there is a violation in the interpretation, application, or administration of the terms of this Agreement. A grievance may also be an allegation by a principal, principals or the Association concerning an administrative decision of the Assistant Superintendents. Such grievance may be appealed up to and including Level Three; the decision of the Superintendent shall be final with respect to grievances concerning administrative decisions.

2. An "aggrieved principal" is the individual making the claim.
3. A "party in interest" is the principal(s) making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSES

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 principals. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of work 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.

2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. (a) Any aggrieved principal may be represented at all stages of the grievance procedure beyond Level One by himself or herself, or, at his/her option, with a representative selected or approved by the Association.

(b) If a grievance affects a group or class of principals, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three.

4. (a) Level One

A principal with a grievance shall first discuss it with his/her appropriate superior with the objective of resolving the matter informally at this level. Upon request of the principal, the Association's designated representative may be present as an observer.

(b) Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the principal within five (5) days, he/she shall set forth his/her grievance in writing to the appropriate Assistant Superintendent specifying:

- (1) the nature of the grievance
- (2) the nature and extent of the injury, loss or inconvenience
- (3) the results of the previous discussions
- (4) his/her dissatisfaction with decisions previously rendered.

The Assistant Superintendent shall communicate his/her decision to the employee in writing within five (5) school days of receipt of the written grievance.

(c) Level Three

If the aggrieved principal is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) days after presentation of the grievance, he/she may file the grievance with the Superintendent of Schools within five (5) work days after the decision at Level Two or ten (10) work days after the grievance was presented, whichever is sooner.

The decision of the Superintendent with respect to appeal of grievances for administrative decisions shall be final and not subject to further appeal.

(d) Level Four

If the aggrieved principal is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent, he/she may, within five (5) work days after a decision by the Superintendent, or fifteen (15) work days after the grievance was delivered to the Superintendent, whichever is sooner, submit his/her grievance to the Board of Education. The Board shall review the grievance and within a period of thirty (30) work days shall render a decision in writing to the aggrieved principal.

(e) Level Five

If the decision of the Board does not resolve the grievances to the satisfaction of the principal, the Association may request a review by a third party. Such request must be made in writing to the Board through the Superintendent's office within ten (10) work days of the Association's receipt of the Board's decision. The Board shall not be required to give reason for its decisions, and the Board's decision in the following matters shall be final and not subject to appeal to a third party:

(1) Any matter subject to any rule or regulation of the State Commissioner of Education or covered by Title 18A, N.J.S.A.

(2) A complaint of a non-tenured principal which arises by reason of his not being re-employed.

5. (a) The following procedure will be used to secure the services of an arbitrator:

(1) A joint request will be made to the American Arbitration Association 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 American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to determine, within ten (10) work days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(b) The arbitrator shall limit himself/herself to the issues submitted to him/her 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 of Education. The recommendations of the arbitrator shall be advisory on the parties. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) work days of the completion of the arbitrator's hearing.

#### D. MISCELLANEOUS

1. Each party will bear the total cost incurred by itself.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs shall be shared equally.
3. (a) Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

(b) It is understood that principals shall, during and notwithstanding the pendency of any grievance, continue to function in their duties until such grievance or any effect thereof shall be fully determined.



## ARTICLE VII

### LEAVES OF ABSENCE

#### A. SICK LEAVE

All principals shall be entitled to a minimum of thirteen (13) sick leave days in any school year except that principals on twelve months shall be granted fifteen (15) sick leave days. Any unused sick leave days shall be accumulative and available for sick leave, if needed, in subsequent years.

#### B. PERSONAL LEAVE

A principal who requires a temporary, extended or military leave of absence may be granted such leave in accordance with Board policies which are found in the Vineland Board of Education Administrative Policies and Procedures Manual.

#### C. VACATION

All 12 month employees represented by the Vineland Administrators and Supervisors Association shall be entitled to twenty (20) vacation days per year. Effective July 1, 1998, no more than ten (10) vacation days may be accumulated for use in subsequent years. A principal may not accumulate more than thirty (30) days vacation in any one year. Vacation days accumulated prior to July 1, 1990 are not affected by this provision.

Upon the death of a principal, all unused vacation days will be payable to his/her estate at the per diem rate as set forth in this agreement.

## ARTICLE VIII

### DUES DEDUCTION

In accordance with state statute, the Board agrees to deduct the dues for the Principals' State and/or National Professional Association and/or the United Professions (V.E.A., C.C.E.A., N.J.E.A., and N.E.A.)

## ARTICLE IX

### RETIREMENT ALLOWANCE

A. At retirement, principals who have completed fifteen (15) years of service to the Vineland Public Schools shall be entitled to retirement allowance based upon the number of unused sick days accumulated while in the employ of the Board, multiplied by the dollar amount listed below provided, however, that the aggregate sum of the retirement allowance shall not exceed the total listed below:

1. July 1, 2004 through June 30, 2005 - \$75.00 per day not to exceed \$20,000.00.
2. July 1, 2005 through June 30, 2007 - \$100.00 per day not to exceed \$20,000.00.

Upon the death of a principal, all unused sick days will be payable to his/her estate at the retirement rate of pay at the date of death, but only if that employee is otherwise eligible for retirement at the time of death. The Board maintains the right to maintain insurance at its own cost through an insurer of its own choice in order to pay for any benefits pursuant to this paragraph.

Principals who plan to retire and give written notice before November 1 for the following September 1, or other later date, upon actual retirement, shall be entitled to receive for each day of unused accumulated sick leave, \$75.00 per day for the first year of this contract and \$100.00 per day for the second and third years of this contract, with the \$20,000.00 cap provided for in this Article waived. Principals who give notice after November 1, and who present evidence of a documented medical disability, sufficient for disability benefits under Federal and/or State law, may also obtain a waiver of the \$20,000.00 cap. Principals who do not give notice or obtain a waiver under this Article shall be entitled to receive for each day of unused accumulated sick leave \$75.00 per day for the first year of this contract and \$100.00 per day for the second and third years of this contract, with a cap of \$20,000.00 as set forth above in this paragraph. Any principal who gives notice under this paragraph, but subsequently rescinds such notice, shall be ineligible for the cap waiver provided in this paragraph for that year.

The intent of the Board is that timely notice of retirement be provided such that the Board may make timely and appropriate staffing and budgetary decisions.

At the option of the retiring employee, the Board will pay accumulated sick or vacation days during January of the year following retirement.

B. All unused personal days shall be converted to accumulated sick leave.

## ARTICLE X

### SALARY PROGRAM

A. Salary increases are calculated based upon forty-five (45) members of VASA as of October 15, 2003. Total salaries being \$4,072,988.00. Salary adjustments shall be as follows:

- |               |                |
|---------------|----------------|
| (a) 2004-2005 | 4.5% increase  |
| (b) 2005-2006 | 4.75% increase |
| (c) 2006-2007 | 4.75% increase |

During the first year of this agreement, the Board shall provide adjustment money of \$10,000.00 to be added to the salary guides. During the second year of this agreement, adjustment money of \$8,000.00 shall be provided by the Board to be added to the salary guides.

SALARY GUIDES: (ATTACHED AS SCHEDULE A)

### B. Salary Guide Placement

1. Newly hired principals shall not be placed below the minimum nor above the maximum for the respective salary guide.
2. A principal as defined in this Agreement, who is promoted shall receive a salary increase of \$1,000.00 for each horizontal column move and then shall be placed on the closest higher step in the new column. It is understood that for promotions effective July 1, the above calculations will be made based upon the new July 2 salary.

C. Those principals holding a Masters Degree plus forty-five (M.A.+ 45), or those principals having a Doctorate Degree not in the field of Education shall receive additional remuneration and salary of \$1,050.00 per annum.

Those principals holding a Doctorate Degree (Ed.D. or PhD) in the field of education from an accredited institution shall be entitled to additional remuneration and salary of \$3,000.00 per year.

An accredited institution shall be certified by the National Study of School Evaluation (Middle States, New England, North Central, Northwest, Southern and Western Association of Schools and Colleges.)

D. Deductions from Salary: Upon authorization by a Principal, the Board agrees to deduct from the individual salaries, moneys to be deposited in mutually chosen tax sheltered annuity companies. Said money shall be disbursed to the specified companies within five (5) working days after such deductions have been made. Currently, Principals have the option of deductions being made to five (5) tax sheltered annuity companies. Effective this contract, Principals shall have the option of an additional tax sheltered annuity company, AXA Equitable.

E. Any Administrator crossing over from the Teachers' bargaining unit to the Administrators' bargaining unit shall have her salary established by receiving a minimum five per cent (5%) increase over the salary she last received on the teachers' salary guide.

#### ARTICLE XI

If any provision of this 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 application shall continue in full force and effect.

#### ARTICLE XII

##### DURATION OF AGREEMENT


This agreement shall become effective the first day of July, 2004 and shall continue in effect until the 30th day of June, 2007, and it is agreed that all pay increases and benefits will be retroactive.

IN WITNESS WHEREOF, the Vineland Administrators and Supervisors Association have caused this Agreement to be signed by its duly elected officers who represent that they have the authority to execute this Agreement, and the Vineland Board of Education by its President and Secretary have signed this Agreement and have caused the corporate seal to be placed hereon.

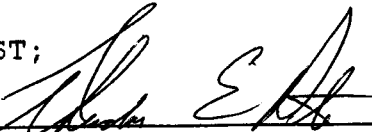
VINELAND ADMINISTRATORS AND  
SUPERVISORS ASSOCIATION

  
\_\_\_\_\_  
President

VINELAND BOARD OF EDUCATION

  
\_\_\_\_\_  
President

ATTEST;

  
\_\_\_\_\_  
Chairperson, Negotiating Committee

  
\_\_\_\_\_  
Secretary

**2004-2005**

Step	High School Principal			Inter. Sch Principal			Elementary Sch Principal			Assistant Principal			Supervisor		
	Factor	#	Total	Factor	#	Total	Factor	#	Total	Factor	#	Total	Factor	#	Total
1	\$ 90,455.60		\$0	\$ 85,932.82	0.95	\$ -	\$ 83,219.15	0.92	\$ -	\$ 78,696.37	0.87	\$ 78,696.37	\$ 75,982.70	0.84	\$ -
2	\$ 93,169.27	1.03	\$0	\$ 88,510.80	1.03	\$ -	\$ 85,715.73	1.03	\$ 85,715.73	\$ 81,057.26	1.03	\$ 162,114.53	\$ 78,262.19	1.03	\$ 78,262.19
3	\$ 95,964.35	1.03	\$0	\$ 91,166.13	1.03	\$ -	\$ 88,287.20	1.03	\$ -	\$ 83,488.98	1.03	\$ 166,977.96	\$ 80,610.05	1.03	\$ 80,610.05
4	\$ 98,843.28	1.03	\$0	\$ 93,901.11	1.03	\$ -	\$ 90,935.81	1.03	\$ -	\$ 85,993.65	1.03	\$ -	\$ 83,028.35	1.03	\$ -
5	\$ 101,808.57	1.03	\$0	\$ 96,718.15	1.03	\$ -	\$ 93,663.89	1.03	\$ -	\$ 88,573.46	1.03	\$ -	\$ 85,519.20	1.03	\$ 171,038.41
6	\$ 104,862.83	1.03	\$0	\$ 99,619.69	1.03	\$ -	\$ 96,473.81	1.03	\$ 96,473.81	\$ 91,230.66	1.03	\$ 182,461.33	\$ 88,084.78	1.03	\$ -
7	\$ 108,008.72	1.03	\$0	\$ 102,608.28	1.03	\$ -	\$ 99,368.02	1.03	\$ -	\$ 93,967.58	1.03	\$ -	\$ 90,727.32	1.03	\$ -
8	\$ 111,248.98	1.03	\$ 222,498	\$ 105,686.53	1.03	\$ 528,432.65	\$ 102,349.06	1.03	\$ 614,094.36	\$ 96,786.61	1.03	\$ 677,506.28	\$ 93,449.14	1.03	\$ 1,121,389.70
		2	\$ 222,498		5	\$ 528,432.65		8	\$ 796,283.89		14	\$ 1,267,756.47		16	\$ 1,451,300.34
														45	\$ 4,266,271.31

**2005-2006**

Step	High School Principal			Inter. Sch Principal			Elementary Sch Principal			Assistant Principal			Supervisor		
	Factor	#	Total	Factor	#	Total	Factor	#	Total	Factor	#	Total	Factor	#	Total
1	\$ 94,191.70		\$0	\$ 89,482.12	0.95	\$ -	\$ 86,656.36	0.92	\$ -	\$ 81,946.78	0.87	\$ -	\$ 79,121.03	0.84	\$ -
2	\$ 97,017.45	1.03	\$0	\$ 92,186.58	1.03	\$ -	\$ 89,256.05	1.03	\$ -	\$ 84,405.18	1.03	\$ 84,405.18	\$ 81,494.66	1.03	\$ -
3	\$ 99,927.97	1.03	\$0	\$ 94,931.58	1.03	\$ -	\$ 91,933.74	1.03	\$ 91,933.74	\$ 86,937.34	1.03	\$ 173,874.68	\$ 83,939.50	1.03	\$ 83,939.50
4	\$ 102,925.81	1.03	\$0	\$ 97,779.52	1.03	\$ -	\$ 94,691.75	1.03	\$ -	\$ 89,545.46	1.03	\$ 179,090.92	\$ 86,457.68	1.03	\$ 86,457.68
5	\$ 106,013.59	1.03	\$0	\$ 100,712.91	1.03	\$ -	\$ 97,532.50	1.03	\$ -	\$ 92,231.82	1.03	\$ -	\$ 89,051.41	1.03	\$ -
6	\$ 109,194.00	1.03	\$0	\$ 103,794.30	1.03	\$ -	\$ 100,458.48	1.03	\$ -	\$ 94,998.78	1.03	\$ -	\$ 91,722.96	1.03	\$ 183,445.91
7	\$ 112,469.82	1.03	\$0	\$ 106,846.32	1.03	\$ -	\$ 103,472.23	1.03	\$ 103,472.23	\$ 97,848.74	1.03	\$ 195,697.48	\$ 94,474.65	1.03	\$ -
8	\$ 115,843.91	1.03	\$ 231,688	\$ 110,051.71	1.03	\$ 550,258.57	\$ 106,576.40	1.03	\$ 639,458.38	\$ 100,784.20	1.03	\$ 705,489.41	\$ 97,308.88	1.03	\$ 1,167,706.61
		2	\$ 231,688		5	\$ 550,258.57		8	\$ 834,864.35		14	\$ 1,338,557.67		16	\$ 1,521,549.71
														45	\$ 4,476,918.12

**2006-2007**

Step	High School Principal			Inter. Sch Principal			Elementary Sch Principal			Assistant Principal			Supervisor		
	Factor	#	Total	Factor	#	Total	Factor	#	Total	Factor	#	Total	Factor	#	Total
1	\$ 97,890.28		\$0	\$ 92,995.77	0.95	\$ -	\$ 90,059.06	0.92	\$ -	\$ 85,164.54	0.87	\$ -	\$ 82,227.84	0.84	\$ -
2	\$ 100,826.99	1.03	\$0	\$ 95,785.64	1.03	\$ -	\$ 92,760.83	1.03	\$ -	\$ 87,719.48	1.03	\$ -	\$ 84,694.67	1.03	\$ -
3	\$ 103,851.80	1.03	\$0	\$ 98,659.21	1.03	\$ -	\$ 95,543.65	1.03	\$ -	\$ 90,351.06	1.03	\$ 90,351.06	\$ 87,236.51	1.03	\$ -
4	\$ 106,967.35	1.03	\$0	\$ 101,618.98	1.03	\$ -	\$ 98,409.96	1.03	\$ 98,409.96	\$ 93,061.60	1.03	\$ 186,123.19	\$ 89,852.58	1.03	\$ 89,852.58
5	\$ 110,176.37	1.03	\$0	\$ 104,667.55	1.03	\$ -	\$ 101,362.26	1.03	\$ -	\$ 95,853.44	1.03	\$ 191,706.89	\$ 92,548.15	1.03	\$ 92,548.15
6	\$ 113,481.66	1.03	\$0	\$ 107,807.58	1.03	\$ -	\$ 104,403.13	1.03	\$ -	\$ 98,729.05	1.03	\$ -	\$ 95,324.60	1.03	\$ -
7	\$ 116,866.11	1.03	\$0	\$ 111,041.81	1.03	\$ -	\$ 107,535.22	1.03	\$ -	\$ 101,690.92	1.03	\$ -	\$ 98,184.34	1.03	\$ 196,368.67
8	\$ 120,392.70	1.03	\$ 240,785	\$ 114,373.06	1.03	\$ 571,865.31	\$ 110,761.28	1.03	\$ 775,328.97	\$ 104,741.65	1.03	\$ 942,674.82	\$ 101,129.87	1.03	\$ 1,213,558.39
		2	\$ 240,785		5	\$ 571,865.31		8	\$ 873,738.93		14	\$ 1,410,855.96		16	\$ 1,592,327.79
														45	\$ 4,689,573.39