

AGREEMENT

between the

WOODCLIFF LAKE BOARD OF EDUCATION

and the

WOODCLIFF LAKE PRINCIPALS' ASSOCIATION

For the School Years

2004-2005

through

2006-2007

TABLE OF CONTENTS

ARTICLE	Page
	PREAMBLE.....1
I.	MEMBERSHIP.....1
II.	NEGOTIATION PROCEDURE.....1
III.	GRIEVANCE PROCEDURE.....2
IV.	PRINCIPAL'S RIGHTS.....6
V.	ASSOCIATION RIGHTS AND PRIVILEGES.....7
VI.	ASSOCIATION - ADMINISTRATION LIAISON.....8
VII.	EVALUATION PROCEDURES.....8
VIII.	LEAVES OF ABSENCES.....9
IX.	PROFESSIONAL DEVELOPMENT.....18
X.	PRINCIPALS' WORK YEAR.....20
XI.	ADMINISTRATIVE VACANCIES; ASSIGNMENTS.....22
XII.	SALARIES.....23
XIII.	DEDUCTIONS FROM SALARY.....24
XIV.	MISCELLANEOUS PROVISIONS.....25
XV.	LEGALITY OF AGREEMENT.....27
SCHEDULE	Page
A.	SALARY SCHEDULES 2004-2005 THROUGH 2006-2007.....28
B.	INSURANCE PROTECTION.....29
C.	OVERNIGHT TRIPS.....30

PREAMBLE

This Agreement entered into this _____ day of _____, 2004 by and between the Board of Education of Woodcliff Lake, the Borough of Woodcliff Lake, New Jersey, hereinafter called the "Board", and the Woodcliff Lake Principal Association, hereinafter called the "Association." This Agreement shall be effective as of July 1, 2004 and extend to June 30, 2007.

ARTICLE I

MEMBERSHIP

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all principals, whether employed or to be employed by the Board.

B. Definition

For purposes of clarity, the following term, crucial to the interpretation of this contract, is defined below:

Employee - When used hereinafter in the Agreement, this term shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to "males" shall include females. All other school district job titles or classifications presently in existence or created in the future are specifically excluded from membership in this bargaining unit.

ARTICLE II

NEGOTIATION PROCEDURE

A. Successor Agreement

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New

Jersey Employer-Employee Relations Act in accordance with the rules of the Public Employment Relations Commission.

B. Negotiating Team Authority

Any tentative agreement reached between the regular committee of the Board and Association shall be subject to approval by a majority vote of the full Board at a public meeting and a majority vote of the Association.

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. 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 times they negotiated or executed this Agreement.

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is an appeal regarding the terms and conditions of employment of a principal or principals. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

- a) The failure or refusal of the Board to renew a contract of a nontenured principal, or a principal not renewed in a nontenured position.
- b) In matters where the Board is without authority to act.
- c) In matters which the Public Employment Relations Commission determines that the subject matter of

the grievance involves a nonnegotiable prerogative of management.

2. Aggrieved Person

The term "aggrieved person" is the person or persons or the Association making the complaint.

3. Party in Interest

The term "party in interest" is the person making the claim and any person, including the Association, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

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. The parties in interest and their representatives agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

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.

2. Level One - Superintendent

A principal with a grievance shall, not later than ten (10) school days following the occurrence thereof, discuss the matter orally with the Superintendent with the objective of resolving the matter informally. If the aggrieved person is not satisfied with the disposition of his/her grievance he/she may present his/her grievance in writing to the Superintendent within ten (10) school days after the original discussion, who will render his/her written decision to the aggrieved person no later than the fifth school day after receipt of the grievance.

The original written grievance shall contain the following elements:

- a) Specific statements of the facts of the grievance.
- b) The alleged violation under the definition "grievance" in this contract.
- c) The reasons for dissatisfaction with the prior administrative decision or its response.
- d) The relief sought.

3. Level Two - The Board - Final Authority

In the event the aggrieved person shall wish to appeal from the decision of Level One, he/she shall within ten (10) school days file with the Secretary of the Board of Education a notice of his/her appeal stating specifically the grounds for the grievance, a copy of the original grievance and the nature of the relief sought. The Board Secretary shall, upon receipt of such an appeal, notify the Board, and the Board shall, within ten (10) school days thereafter, fix a time and place of hearing.

At said hearing the presence of the aggrieved person and/or his/her representative shall be required. The Board and the aggrieved person may require the presence of witnesses and necessary records. Within ten (10) school days after the hearing, a determination shall be made and all parties in interest shall be notified in writing of the determination. The Board's decision shall be final, subject to further provisions of this Agreement.

If the Board shall have denied the relief sought in four bona fide grievances arising from different occurrences during the life of this Agreement and the grievant in each case shall have so stated in a notice addressed to the Board within ten (10) days of each such determination, then the fifth and each subsequent grievance shall be handled as follows:

- a) Either of the parties to this Agreement may, within ten (10) days after notice of the Board's determination, request of the Public Employment Relations Commission a list of five arbitrators

to serve as Advisory Arbitrator for the grievance in question.

- b) The parties shall alternately strike a name from the list supplied by the Public Employment Relations Commission and the remaining name shall be appointed as the Advisory Arbitrator.
 - c) The arbitrator's function shall be to render an advisory opinion as to the right of the grievant to the relief sought.
 - d) The Arbitrator's advisory decision shall be in writing and shall set forth the Arbitrator's findings of fact and conclusions, together with the reasoning by which such conclusions were reached.
 - e) The costs for the services of the Arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the cost.
 - f) After review and consideration the Board shall accept or reject the advisory decision of the Arbitrator at its next regular meeting and shall notify the aggrieved party of its decision in writing, within five (5) days of its decision.
 - g) If, during the life of this Agreement, the Board rejects two (2) Advisory Arbitrator's decisions, then the decision of the Arbitrator in the third, and each subsequent grievance shall be binding and conclusive on both parties. The procedure set forth in paragraphs (a) through (e) of this Article shall govern the binding arbitration, except that all references to advisory arbitration contained therein shall refer instead to binding arbitration.
 - h) In no event, whether the arbitration be advisory or binding, shall the Arbitrator have authority to modify, alter, amend or add to the terms of this Agreement.
4. Inaction by anyone other than aggrieved person(s) at levels one and two for the period specified for action shall be a basis for moving to the next level.

5. Inaction by the aggrieved person(s) within the time period specified for action at any level shall mean abandoning of the grievance and the matter will be settled on the terms of the last response.
6. During the pendency of any grievance the grievant and all other principals shall continue to perform all duties and responsibilities as required by the Board and the Administration until the matter has been fully litigated.

D. Rights of Principal to Representation

1. Principal and Association

Rights of any aggrieved person shall be protected as guaranteed by statute.

2. Meetings and Hearings

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

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE IV

PRINCIPAL'S RIGHTS

- A. Except as herein provided, public employees shall have, and shall be protected in the exercise of, the right, freely and without fear of reprisal, to form, join and assist any employee organization or to refrain from any such activity.
- B. Whenever any principal is required to appear before the Board concerning specific charges which could adversely affect the continuation of that principal's employment or the salary or any increments pertaining hereto, then he/she shall be given prior written notice of the reasons one week before such meeting or interview and shall be entitled to

have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of a principal by the Superintendent shall be with pay until charges have been heard by the Board at a formal Board hearing.

- C. Adverse criticism by an administrator of a principal shall continue to be made in confidence and not in the presence of students, teachers, parents or other public gatherings. Nothing contained herein shall be construed to deny or restrict to any principal such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to principals shall be deemed to be in addition to those provided elsewhere in this contract, provided said rights do not limit or interfere in any way with the powers and duties and responsibilities of the Board under applicable law.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any principal is required to participate by the Board during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- B. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times on school premises for Association business that is non-political and non-partisan in nature only, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.
- C. 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 principals.

ARTICLE VI

ASSOCIATION - ADMINISTRATION LIAISON

A. Organization

Recognizing that any agreement entered into by the principals and the Board of Education will be effective in providing for better educational opportunities for children only if it is properly implemented by way of effective and continuing communication on subjects related to current school practices and problems.

B. Meetings with the Superintendent

The President of the Association and/or his representative(s) shall meet with the Superintendent and/or his representative(s) at the request of either party within seven (7) calendar days of said request, but these meetings shall not exceed one (1) per month unless by mutual consent. These meetings shall be of reasonable length to discuss the areas of concern.

ARTICLE VII

EVALUATION PROCEDURES

A. Copies of Reports

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him. Further, each employee shall receive a copy of each written evaluation.

B. Right of Employee to Respond

A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with N.J.A.C. 6:3-4.1. At such time, the employee is entitled to have his response to the evaluation heard and appended to the evaluation report.

C. It is understood that written evaluations are only one aspect of the overall evaluation of principal's performance.

- D. A principal shall have the right, upon request, to review the contents of his/her personnel file and to obtain copies of any documents contained herein. A principal shall be entitled to have a representative of the Association accompany him/her during such a review.
- E. No material derogatory to a principal's conduct, service, character, or personality shall be placed in his/her personnel file unless the principal has had an opportunity to review this material. The principal shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicated agreement with contents thereof. The principal shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

ARTICLE VIII

LEAVES OF ABSENCES

- A. Definitions
 - 1. Sick leave shall be defined as stated in New Jersey Statutes, 18A:30-1.
 - 2. Leave of absence shall be defined to mean principal absence from duty because of reasons other than sick leave.
- B. Sick Leave
 - 1. A principal shall be allowed fifteen (15) days of accumulated sick leave with full pay under the following conditions:
 - a) If a principal has been hired after the school year has commenced or has notified the Board that he/she is either resigning during the school year or taking a leave of absence for a part of the school year and the principal had not otherwise utilized his/her annual allotment of sick days prior thereto, then sick leave shall be prorated

for each month that he/she is employed during the year in question.

- b) Accumulated sick leave not used during any one year will be credited as additional sick leave as needed in subsequent years.
- c) Individuals who utilize all of their accumulative sick leave shall be granted consideration for additional sick leave as defined in 18A:30-1 et seq.
- d) In accordance with the provisions of 18A:30-2.1: whenever any principal is absent from his/her post as a result of personal injury caused by an accident arising out of or in the course of his/her employment, there shall be paid to such employee the salary or wages for the period of such absence for a period not exceeding one calendar year. Such absence shall not be charged to the annual sick leave or the accumulated sick leave. The payments herein provided shall be made for absences during the waiting period and during such periods when the principal shall receive or is eligible to receive temporary disability payments under the provisions of Chapter 15 of Title 34 of the Revised Statutes.
- e) Any salary or wages payable to any principal under this provision shall be reduced by the amount of any Workmen's Compensation Award made for temporary disability. Whenever payments are made under this section to a principal prior to the time when a temporary award shall have been paid, then the principal shall pay back to the Board the amount of such temporary disability payment or payments.

- f) Principals shall be given a written accounting of accumulated sick leave no later than October 15 of each school year.

The Board of Education, when it employs any person who has an unused accumulation of sick leave from another school district in New Jersey, may credit such principal, not later than the end of the first year of employment, with up to seventy (70) days of said sick leave (Ref. 18A:30-3.2).

2. Family Illness

Principals may use up to three (3) days of their Sick Leave days per year to care for an ill family member. Days that are used are deducted from their fifteen (15) day annual allocation. Family illness days do not accumulate.

- a) This leave may be taken to care for family members as follows: spouse, child, stepchild, parent, stepparent, mother-in-law, father-in-law, brother, sister, or a relative living in the household as one of the immediate family.
- b) Family illness leave days can only be used after at least two (2) personal leave days have been used or applied for and approved.
- c) Family illness leave days require medical documentation if two or three days are used consecutively, or if a series of single days are used to deal with a schedule of related medical treatments (e.g., chemotherapy).
- d) Unless there is medical documentation, single family illness leave days cannot be used immediately before or after a vacation or in a way that would establish a 4-day weekend.
- e) This section shall be automatically eliminated in its entirety on June 30, 2007 if the Association has not successfully negotiated a continuation of the provision beyond the elimination date. Failure to reach an agreement on a successor contract by June 30, 2007 shall not result in a continuation of the benefits set forth in this section.

3. Payment for Unused Sick Leave

Effective on July 1, 1998 any principal who:

- a) gives notice of retirement pursuant to paragraph B;
- b) retires effective on or before the commencement of the next following school year according to the provisions of the Teachers' Pension and Annuity Fund (TPAF) in order to receive immediate benefits and not merely "deferred retirement"; and
- c) has twelve (12) years of service in the Woodcliff Lake School District, shall be eligible for a Sick Leave Payment (as hereinafter defined) which shall be paid prior to the end of the school year in which the notice is given. To be eligible for the foregoing benefit a principal must, on or before December 1st prior to retirement, notify the Board of the intention to retire. The Sick Leave Payment shall be an amount equal to the number of accumulated Sick Leave Days (as hereinafter defined) as of the end of the School Year in which the notice is given multiplied by the Daily Salary (hereinafter defined) for that School Year. In no event shall the Sick Leave Payment for any principal exceed \$10,000.00.

The Daily Salary shall be the principal's annual salary for the School Year in which notice is given divided by the number of Sick Leave Days shall be the number of accumulated Sick Leave Days standing to the principal's credit at the end of the School Year in which the notice is given, provided, however, that for this purpose, the maximum number of Sick Leave Days accumulated by a principal for any year shall not exceed ten (10).

- d) All payments shall be subject to withholding of State and Federal income taxes in accordance with the law.

C. Leave of Absence

1. Personal Reasons

Category A

a) A principal full time or employed to work more than one half of a regular schedule for a full semester may be granted up to two (2) days of absence without pay deduction as needed for personal reasons for the following specified purposes:

- (1) Marriage of oneself or immediate relative.
- (2) Legal transaction requiring presence (e.g., subpoena, closing on a house, or meeting with an attorney regarding a property settlement, criminal or civil action).
- (3) Professional examination (refers to academic testing).
- (4) Religious holiday.
- (5) Emergency of a personal nature. An emergency of a personal nature is a sudden, unanticipated event requiring immediate attention (e.g., pipes rupturing in house, family members need for assistance in getting emergency medical attention, breakdowns of auto--no means of transportation to work).

b) A principal desiring to use the privilege of absence for one of the reasons in Category A herein shall apply to the Superintendent, in writing, at least one week in advance of the contemplated absence stating the specific category for such absence. In matters of an emergency nature, he/she must inform the Superintendent as soon as possible. All requests must be approved by the Superintendent and he or she may require the submission of proof of reason prior to approval of requests for personal leave in Category A.

Category B

- a) A principal full time or employed to work more than one half of a regular schedule for a full semester may be granted up to one (1) day of absence without pay deduction as needed for unspecified personal reasons.
- b) A principal desiring to use the privilege of absence in Category B shall apply to the Superintendent, in writing, at least one week in advance of the contemplated absence.
- c) Personal days applied for in this category may not be used on days immediately preceding or following a school vacation or to create a four (4) day weekend.

2. Maternity Leave

- a) A maternity or child rearing leave arising therefrom not to exceed two (2) years shall be granted by the Board to any employee upon written request accompanied by the Superintendent's recommendation.
- b) An employee intending to request maternity leave without pay shall:
 - 1) Apply for leave within twelve (12) weeks of confirmation of her pregnancy by her attending physician stating the commencement date of such leave, and the expected date of her return.
 - 2) Supply the administration with a statement in writing, by her attending physician, attesting her ability to perform her duties satisfactorily and stating the commencing date of such disability.
 - 3) Be granted that leave at any time after sixty (60) days from her application and before the expected date of birth and continuing to a specific date after birth set forth on her application. For continuity, the Board may elect to

permit the principal to return only at the commencement of the school year or at a mutually agreed upon date.

- 4) Supply to the administration a statement in writing by her attending physician attesting to her ability to resume her duties satisfactorily.
- 5) A pregnant principal shall, at her option to be exercised in writing prior to the commencement of her maternity leave, be entitled to accumulated sick leave pay standing to her credit, for that portion of her maternity leave commencing with the date as of which she is disabled by reason of her pregnancy from performing her duties satisfactorily and terminating upon the date of exhaustion of her sick leave credit, or upon the date of termination of her employment, or upon the date she is able to resume satisfactory performance of her duties, whichever of said last mentioned dates shall occur soonest. The dates of commencement and termination of such pregnancy disability shall be determined by the written certification of her attending physician and at the option of the Board, by the written certification of a physician employed by the Board.
- 6) Upon return to duty, the employee shall be guaranteed a position which is equivalent to the position held at the time her maternity leave became effective, if such a position is available or, if not, to a substantially equivalent position, if available.
- 7) It is understood that a leave of absence for maternity need not be extended to a nontenured principal beyond the end of the contract year in which that leave is obtained.

Reappointment shall not be denied on the basis of pregnancy alone.

- 8) No principal shall, on the basis of said leave, be denied the opportunity to substitute in the Woodcliff Lake School District in the area of her certification or competence providing she is certified by her physician to be able to perform her duties.

3. Paternity Leave

- a) A Paternity Leave not to exceed two (2) years shall be granted by the Board to any employee upon written request accompanied by the Superintendent's recommendation.
- b) An employee intending to request Paternity Leave without pay shall:
 - 1) Apply for leave within twelve (12) weeks of confirmation of the wife's pregnancy by her attending physician and state the commencement date of such leave, and the expected date of return.
 - 2) Upon return to duty, the employee shall be guaranteed a position which is equivalent to the position held at the time his paternity leave became effective, if such a position is available, or, if not, to a substantially equivalent position, if available.
 - 3) It is understood that no paternity leave shall commence within ninety (90) days of school opening.
 - 4) For continuity, the Board may elect to permit the employee to return only at the commencement of the school year or at a mutually agreed upon date.
 - 5) No principal shall, on the basis of said leave, be denied the opportunity to substitute in the Woodcliff Lake

School District in the area of his certification or competence.

- 6) It is understood that a paternity leave of absence need not be extended to a nontenured principal beyond the end of the contract year in which the leave is obtained.

4. Leave for Adoption

- a) A Leave for Adoption not to exceed two (2) years shall be granted by the Board to any employee upon written request accompanied by the Superintendent's recommendation.
- b) An employee intending to request Leave for Adoption without pay shall:
 - 1) Notify the Superintendent of Schools when the request for adoption has been placed.
 - 2) Submit notification of custody date to the Superintendent of Schools and the Board immediately upon receipt of such date from the adoption agency.
 - 3) For classroom continuity and education, the Board may elect to permit the principals to return only at the commencement of the school year or at a mutually agreed upon date.
 - 4) Upon return to duty, the employee shall be guaranteed a position which is equivalent to the position held at the time her Adoption Leave became effective, if such a position is available or, if not, to a substantially equivalent position, if available.
 - 5) No principal shall, on the basis of said leave, be denied the opportunity to substitute in the Woodcliff Lake School District in the area of her certification or competence.

- 6) It is understood that an adoption leave of absence need not be extended to a nontenured principal beyond the end of the contract year in which the leave is obtained.

5. Absence for Bereavement

- a) In the case of death of a parent, guardian, brother, sister, wife, husband, child or a relative living in the household as one of the immediate family, a principal shall be granted a leave of absence without loss of pay not in excess of five (5) working days.
- b) In the case of the death of a relative not a member of the immediate family, a principal shall be granted two (2) days of leave.
- c) For the death of a close friend, a principal may be granted one (1) day of leave at full pay.

6. Other Leaves

Other Leaves of Absence, with or without pay, may be granted by the Board for good reason.

ARTICLE IX

PROFESSIONAL DEVELOPMENT

A. Purpose

The Board and the Association support the principle of continuing professional development.

- B. Each principal shall work towards the goals that are developed and included within the yearly professional development plan which shall be supplied in June of the preceding school year. The principal will submit an action plan for each goal listed on the professional development plan for approval by the Superintendent.

C. Graduate Courses

1. Eligibility for Courses

The member shall have been a full time member of the professional staff for a period of one (1) full school year prior to enrollment in the course.

2. Approval

To be approved for tuition reimbursement, it must first be determined that a course will enhance the value of the principal to the school district. Graduate courses for which a principal plans to seek eligibility for tuition reimbursement shall be subject to the prior approval of the superintendent. He/she shall use the following criteria in making a decision on the eligibility of a course(s):

- a) The course will enhance the value of the principal to the school district.
- b) The course is provided by an accredited college or university (not subcontracted) , a description is contained in the institutions program brochure, and the instructor is directly employed by the college or university.
- c) If the course is a standard graduate course, it shall be in session for at least 12. 5 hours for each credit granted. Specialized required Masters and Doctoral seminar courses that may not meet these hourly meeting requirements shall be exempted.

3. Payment

- a) Reimbursement will be 100% of tuition not to exceed \$2,000.00.
- b) Reimbursement to the Principals will be made as soon as possible after:
 - (1) Receipt by the Superintendent of verification of satisfactory course completion with a grade of B or better.
 - (2) Verification that the principal is then a full time employee of the school district.

D. Workshops, Seminars, Conferences, Professional Meetings

4. Approval

The board recognizes the value of experiences wherein principals can obtain ideas, information and skills through direct contact with highly regarded educational leaders and colleagues from other parts of the country. To that end, the board will encourage the superintendent to give thorough consideration to the principals' requests to attend national conferences, and to propose the budgeting of funds required to support the reimbursement of reasonable expenses that are associated with such conference attendance. Additionally, the Board, with the superintendent's approval, will allow the principals to attend one conference every other year on a rotating basis commencing with the most senior principal.

5. Payment

Reimbursement for registration fees, travel expenses, meals and lodging, where applicable, will be made within thirty (30) days after submitting reimbursement forms.

E. Exclusions

The Board of Education will not reimburse a principal for taking courses which are required for certification in the area for which the principal has been employed.

F. The Woodcliff Lake Board of Education agrees to continue to pay for membership in approved professional organizations up to a maximum of \$350 per year per principal. A list of approved professional organizations will be mutually agreed to by the Association and the Board.

ARTICLE X

PRINCIPALS' WORK YEAR

Principals will be employed to work twelve (12) months and will be entitled to the following:

1. For those principals hired prior to September 1, 2001, twenty-three (23) vacation days scheduled with the approval of the Superintendent. For those principals hired on or after September 1, 2001, twenty (20) vacation days scheduled with the approval of the Superintendent. The Superintendent will consider applications for vacation days when school is in session, up to a limit of three consecutive days, as long as the proposed vacation time does not precede or follow a school vacation.
 - a) For principals hired prior to September 1, 2001, vacation credit is earned at the rate of two (2) days per month from July through May and one (1) day in the month of June. For principals hired on or after September 1, 2001, vacation credit is earned at the rate of two (2) days per month from July through February and one (1) day per month from March through June.
 - b) Annual vacation day allowance may be taken in advance of the days being accrued, up to the limit that will be earned in that school year. Should a principal leave district service prior to earning vacation that has been taken, he or she shall reimburse the district 1/240 of his or her annual salary for each of those days.
2. The Superintendent may approve requests for the carryover of up to seven (7) earned unused vacation days into the next fiscal year. Vacation days carried over from a prior year must be used in the following school year and may only be used when school is not in session.
3. Holiday schedule as follows:
 - Independence Day
 - Labor Day
 - NJEA Convention (two (2) days)
 - Thanksgiving Day
 - Day following Thanksgiving Day
 - Christmas Eve (December 24)
 - Christmas Day
 - December 26
 - New Year's Day
 - Good Friday
 - Memorial Day

Floating Holidays:

For principals hired prior to September 1, 2003: five (5) days from 2004-2007.

For principals hired after September 1, 2003: three (3) days from 2004-2007.

* These days will be determined each year after the school calendar has been established and must be days on which schools are not in session.

4. The Board shall confer with the Association for recommendations for preparation of School Calendar.

ARTICLE XI

ADMINISTRATIVE VACANCIES; ASSIGNMENTS

A. Notice of Vacancies

A notice of vacancy in an administrative position shall be sent to each principal. The notice of vacancy shall set forth the position, its qualifications, its duties and the rate of compensation.

B. Principal Request for Change in Assignment

A principal who desires a change in assignments for the following school year may file a written request with the Superintendent prior to February 1st.

C. Assignment

In the evaluation by the Administration of request for voluntary reassignment and/or transfer, the wishes of the individual principal shall be considered.

D. Involuntary Transfer and Assignment

Notice of an involuntary transfer or reassignment for the following school year shall be given to the principals as soon as reasonably practicable.

E. Use of Automobile

All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the rate established by the Internal Revenue Service.

ARTICLE XII

SALARIES

A. Salary Schedule

Schedule "A" which is attached hereto sets forth the Salary Schedule for the School Years 2004-2005, 2005-2006, and 2006-2007. Said Schedule is hereby made a part of this Agreement.

The Superintendent and principal shall meet three times to discuss the progress made on the approved plan. Unless changed by the Board or Superintendent, these conferences will normally be held in October, January and July of the school year.

Near the conclusion of the school year, the Superintendent will present a summary to the Board covering each principal's performance and success in meeting the goals set in the professional development plan.

B. It shall be clearly understood by both parties that the Salary Schedule does not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment adjustment and/or increments. In the event the Board wishes to exercise such a right, it does so under the provisions of 18A:29-14.

C. Notification of Contract and Salary

1. Employees shall be notified of their contract and/or position status by April 30. Each principal's salary

for the ensuing year will be established no later than July 31. Nothing contained herein shall be construed as preventing the Board from terminating a principal's employment or withholding salary and/or adjustment increments after April 30 if the circumstances warrant such action.

ARTICLE XIII

DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for any or combination of association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.
2. Each of the associations shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Tax Sheltered Annuity

An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of New Jersey Statutes, 18A:66-127 et seq., and the terms of a group contract approved by the Board.

C. Principals electing to have payroll deductions made to Paragon Federal Credit Union shall have said deductions mailed to the Credit Union on the day the salary check is issued.

D. The Association shall indemnify and hold the Board, its members, employees and agents harmless, including the reimbursement of reasonable attorneys' fees and the costs of litigation, from any and all claims that may arise from this Article.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, political activities or association activities.
- B. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any principal benefit existing prior to its effective date.
- C. This Agreement incorporates the total understanding of both parties to these negotiations.
- D. The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.
- E. If any provision of this Agreement or any application of this Agreement to any principal or group of principals 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.

- F. Any individual contract between the Board and an individual principal, hereto or hereafter 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 its duration, shall be controlling.
- G. Copies of this Agreement shall be reproduced at the expense of the Board after Agreement with the Association on format within forty-five (45) days after the Agreement is signed. The Agreement shall be presented to all principals now employed, hereafter employed.
- H. The Board and the Association agree that the final decision making authority in respect to the selection or rejection, implementation or abandonment, scope or intensity of any educational structure, change or innovation must necessarily be in a single body and that the Board by statutory mandate has been charged with such responsibility that should not be delegated, except as limited by this Agreement and Chapter 303 of the New Jersey Statutes.
- I. The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.
- J. Notice

Whenever any notice is required to be given by either of the parties to this Agreement, to the other, pursuant to the provision(s) of this Agreement, either party shall do so, in writing, at the following addresses:

- 1. If, by the Association:

Woodcliff Lake Board of Education
Dorchester School
Woodcliff Lake, New Jersey 07675

- 2. If, by the Board:

Woodcliff Lake Principals Association
Dorchester School
Woodcliff Lake, New Jersey 07675

ARTICLE XV

LEGALITY OF AGREEMENT

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

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

WOODCLIFF LAKE
PRINCIPALS' ASSOCIATION

WOODCLIFF LAKE
BOARD OF EDUCATION

By: _____

By: _____
Robert Nathin
Board President

By: _____

By: _____
Sheila P. Conroy
Board Secretary/
School Business Administrator

Date:

Date:

SCHEDULE A

SALARY SCHEDULES 2004-2005 THROUGH 2006-2007

	2004-2005	2005-2006	2006-2007
John Fierro	\$107,679	\$112,524	\$117,588
Lauren Barbelet	\$103,685	\$108,351	\$113,227

SCHEDULE B

INSURANCE PROTECTION

A. Health Insurance

At the beginning of each school year, the Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each principal and in cases where appropriate for Family Plan insurance coverage. The Board shall make payment for insurance premiums to provide insurance coverage for the full twelve (12) month period to insure uninterrupted participation and coverage.

1. The Board, at its own expense, will maintain a Major Medical Expense policy for all principals and their families, provided said principal is employed for thirty (30) hours per week or more. Principals employed before June 30, 1998 shall be entitled to this benefit if they are employed for twenty (20) hours per week or more.

2. The Board, at its own expense, will maintain a Hospital-Medical Surgical Plan for all principals and their families, provided said principal is employed for thirty (30) hours per week or more. Principals employed before June 30, 1998 shall be entitled to this benefit if they are employed for twenty (20) hours per week or more.

The above insurance shall be in accordance with coverage provided in 2000-2001.

Principals whose spouses or dependents are not members of the Board's group health insurance plan may, to the extent permitted by law, waive medical coverage, with the principal getting a stipend of 25% of the premium for the coverage waived. Principals who elect to waive medical coverage must apply to do so, in writing, upon their initial appointment, or no later than May 15th for the ensuring year.

B. Dental Insurance

The Board shall provide dental insurance for all principals included in this Agreement (as well as their spouses and eligible dependents) provided that said principal is employed thirty (30) hours per week or more.

D. Employee Contribution to Health Insurance

Notwithstanding the benefits provided in Section A (Health Insurance), the principals shall, commencing July 1, 1992, contribute to the cost of premiums paid for health insurance protection at the same rate contributed by members of the Woodcliff Lake Education Association.

SCHEDULE C

Principals who volunteer to chaperone an overnight activity will be paid at the same rate as specified in the Board's current collective negotiations agreement with the Woodcliff Lake Education Association.