

AGREEMENT

BETWEEN

**STAFFORD TOWNSHIP
BOARD OF EDUCATION**

AND

**STAFFORD TOWNSHIP
ADMINISTRATORS' ASSOCIATION**

JULY 1, 2016 TO JUNE 30, 2019

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PREAMBLE

The Stafford Township Board of Education and the Stafford Township Administrators' Association recognize that theirs is a common goal; the development of an educational program of the highest quality for the benefit of the children of our district. We believe that, to fulfill this responsibility, a relationship predicated upon this common goal must be developed and maintained between the Board of Education and the Association.

Implicit in such a relationship are open avenues of communication among the Board, the Administrative staff and the faculty. It is our belief that we can best obtain our common objective if each utilizes the experience and counsel of the other in the formulation of policies that involve areas of mutual concern.

The Stafford Township Administrative Association, recognizing that school administration is a profession, wishes to reaffirm as part of this agreement that it adheres to and will continue to adhere to the code of ethics of the profession. Furthermore, the Association will continually encourage all Administrators of the Stafford Township School District to abide by this code.

THIS AGREEMENT IS MADE AND ENTERED INTO on the 22nd day of June, 2017 by and between the Stafford Township Board of Education of Stafford Township, New Jersey (hereinafter called the "Board") and the Stafford Township Administrative Association (hereinafter called the "Association".)

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Stafford Township Administrative Association as the exclusive bargaining representative, as defined in Section 7, Chapter 303, Law of 1968, for the following employees under contract or leave: Principal, Director, (except for specifically identified non-affiliated Directors), Supervisor, and 12-month supervisors.

- B. The term "Administrator" when used hereinafter in this agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit, as above defined.

ARTICLE II
NEGOTIATIONS OF SUCCESSOR AGREEMENT

A. **DEADLINE DATE**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin as required by law. Any agreement so negotiated shall apply to all employees, be reduced to writing, ratified by the parties and executed by the Board and Association.

B. **MODIFICATION**

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. GENERAL

1. A "grievance" shall mean a written complaint by an employee or group of employees alleging a violation, misinterpretation or inequitable application of any of the provisions of this agreement, established Board Policy, or past practice affecting terms and conditions of employment.
2. As used in the above description, the term "group of employees" shall mean a group of employees having identical grievances and similarly situated.
3. In presenting the grievance, an employee shall be assured freedom from prejudicial action occasioned solely by the institution of said grievance.
4. An aggrieved person is the employee or group of employees claiming the grievance.
5. Grievances shall be instituted not later than twenty-five (25) working days following the cause thereof.
6. An aggrieved person shall have the right to present his/her own appeal or to designate a representative of the Association or other employee of his/her own choosing to appear with him/her.

B. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.
2. LEVEL ONE - An employee with a grievance shall first discuss it with his/her immediate supervisor identifying it as a Level 1 grievance in an attempt to resolve the matter informally at that level.
3. LEVEL TWO - If, within five (5) school days following this discussion, the matter is not resolved to the satisfaction of the employee, he/she may set forth his/her grievance in writing to the immediate supervisor. The letter shall contain a request for a meeting with the immediate supervisor within seven (7) days after his/her receipt of the grievance. The employee may request representation at this meeting by any member of the local Association. Following this meeting, the immediate supervisor shall communicate his/her decision to the employee, in writing, within five (5) school days.

4. LEVEL THREE - The employee may appeal the immediate supervisor's decision to the Superintendent. The appeal to the Superintendent must be made in writing within seven (7) days after receiving the immediate supervisor's decision. The appeal must set forth the grounds upon which the grievance is based. The Superintendent shall attempt to resolve the matter as quickly as possible. Within a period not to exceed seven (7) school days of receipt of the aggrieved person's written appeal, the Superintendent shall communicate his/her decision in writing along with supporting reasons to the aggrieved person and the immediate supervisor.
5. LEVEL FOUR - If the grievance is not resolved to the aggrieved person's satisfaction, he/she may request a review by the Board of Education. The request for review shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board of Education within five (5) school days. The Board of Education shall, before the next regular Board Meeting, or within fifteen (15) school days of receipt of the request, review the grievance, hold a hearing with the aggrieved person, if requested, and render a decision as quickly as possible but within a period not to exceed thirty (30) calendar days. At any meeting with the Board, the employee may be represented by any person of his/her choosing.
6. LEVEL FIVE - If the aggrieved person is not satisfied with the Board's decision at Level Four, or if no decision has been rendered within thirty (30) days after the grievance was delivered to the Board, whichever is sooner, the person must request in writing that the president of the Association submit his/her grievance to arbitration, which shall be binding on issues concerning the interpretation of the agreement and in all other respects non-binding. If the Association determines that the grievance is meritorious, it may then, within fifteen (15) school days after the receipt of a request by the aggrieved person, submit the grievance to arbitration by service of demand thereof upon the Board through the Superintendent.

ARTICLE IV
ADMINISTRATORS' RIGHTS

RIGHTS AND PROTECTION IN REPRESENTATION

1. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by Chapter 123, Public Law of 1974, and shall not discriminate against any employee with respect to hours, wages, or any terms or conditions or employment affiliates, his/ her participation in activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

2. Whenever an Administrator is required to appear before the Superintendent, or his/her designee, Board, or any committee or member thereof concerning any matter that could adversely affect the continuation of that Administrator in his/her office, position, or employment; or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The Board agrees to furnish to the Association in response to reasonable requests, available information which is public in nature.

B. USE OF SCHOOL BUILDINGS

The Association and its representative may use school buildings/facilities for meetings at all reasonable hours when the facility is not otherwise in use and with prior authorization of the Superintendent of Schools.

C. USE OF SCHOOL EQUIPMENT

1. Exclusive of the Board Office, the Association may use school equipment at reasonable times when the equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and for any repairs necessitated as a result of such use.
2. The Association shall not use this equipment in furtherance of political issues, not related to collective negotiations or grievances.

ARTICLE VI
SICK & OTHER LEAVES

A. SICK LEAVE AND PERSONAL LEAVE

1. All Administrators shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick days shall be accumulated from year to year with no maximum limit.
2. In addition to sick leave days, all employees shall be entitled to four (4) days leave of absence each school year for illness in the immediate family/civil union. Immediate family/civil union is defined as child, spouse/civil union partner, or any blood relative living in the employee's household. This leave time is non-cumulative.
3. Additionally, all employees shall be entitled to three (3) days leave of absence for personal business which cannot otherwise be conducted during other than school hours. Days requested in conjunction with school holidays shall be at the option of the Superintendent of Schools.
4. Any unused non-cumulative days shall be credited to an employee's record of accumulated sick leave days at the conversion of one (1) days accumulative credit for every two (2) non-cumulative days not used. If none of the seven (7) non-cumulative days are used, a credit of three and one-half (3.5) accumulative days shall be given.
5. **Death in Family/Civil Union**
In the event of death in the immediate family/civil union, an employee will be excused from duty without loss of pay for a period not to exceed five (5) days. Immediate family/civil union shall include: spouse/civil union partner, children, parents, grandparents, grandchildren, brother/sister, brother/sister spouse/civil union partner, guardian, and any others who are dependent upon or reside with the employee. Employee will be excused one (1) day for aunt or uncle for observation of the funeral.

B. SICK LEAVE UPON RETIREMENT

1. Any employee leaving the employ of the Board with fifteen (15) but less than twenty (20) years of service in the Stafford Township School District shall upon departure be paid for the accumulative sick time in accordance with the following schedule:

% is based on per diem formula.

(Formula = accumulated days x per diem rate x correlated percentage)

| <u>DAYS ACCUMULATED</u> | <u>PERCENTAGE UPON RETIREMENT</u> |
|-------------------------|-----------------------------------|
| 0 - 29 | NONE |
| 30 - 59 | 25% |
| 60 - 89 | 40% |
| 90 - 119 | 50% |
| 120 - 150 | 75% |

\$15,000 MAXIMUM CAP

NOTICE: For budget purposes, notice shall be given in September of the year preceding termination.

- Any employee leaving the employ of the Board with twenty (20) or more years of service in the Stafford Township School District shall, upon departure, be paid for accumulated sick time in accordance with the following schedule.

% is based on per diem formula.

(Formula = accumulated days x per diem rate x correlated percentage)

| <u>DAYS ACCUMULATED</u> | <u>PERCENTAGE UPON RETIREMENT</u> |
|-------------------------|-----------------------------------|
| 0 - 29 | NONE |
| 30 - 59 | 25% |
| 60 - 89 | 30% |
| 90 - 119 | 40% |
| 120 - 149 | 50% |
| 150 - 179 | 70% |
| 180 - 209 | 85% |
| 210 - 239 | 100% |

\$15,000 MAXIMUM CAP

NOTICE: For budget purposes, notice shall be given in September of the year preceding termination.

ARTICLE VII
WORKING CONDITIONS

- A. Work Year – 12 months – Principal/Director/Supervisor
- B. Holidays – The Administrators will work the same number of scheduled days as the teachers during the regular school year unless emergency circumstances require attendance as directed by the Superintendent.
- C. Work Day – Hours to be assigned by the Superintendent
- D. The Board retains the right to set the Administrators’ calendar and retains the right to add days for professional responsibilities after consultation with Association.
- E.
 - (1) Vacation - 1st year of employment -3 weeks
2nd year of employment – 4 weeks
 - (2) Vacation days are subject to prior approval by the Superintendent. No vacation days shall be approved during periods of new employee training and Summer Institute.
 - (3) Each Administrator shall be permitted to carry over up to five (5) unused vacation days per year, for a maximum of twenty-five (25) days, in any given year. All carry-over vacation days must be used in the next year or they will be forfeited.
 - (4) 50% of vacation days must be used during the period beginning with the first day following the last day of school and prior to the last full week of August.
- F. Building Assignment - By Board of Education upon the recommendation of the Superintendent.
- G. During the summer months, Board will adopt an energy savings schedule/revised work week for the summer months, for twelve-month employees. The energy savings schedule/revised work week shall be the following:
 - 1) Specific starting/ending dates shall be specifically set forth by the Board. The energy savings schedule/revised work week must, however, begin and end with a full work week. Accordingly, for any portions of a work week after the school year ends but before the energy savings schedule/revised work week starts, and for any portion of the work week after the energy savings schedule/revised work week ends but before September 1st, the Board may recognize an alternate summer schedule. These summer schedule days, if any, shall be specifically set forth on the energy savings schedule.

- 2) All Administrators shall work at least a thirty-two (32) hour work week divided equally within a four (4) day consecutive work week, with specific days and daily hours determined by the Board on an annual basis.
- 3) For any days (vacation, sick, other) taken while on a four (4) day energy savings work week, an Administrator will be charged one (1) day for every one (1) day taken (sick, vacation or other).
- 4) This provision shall be in effect for the full summers remaining on this contract only (i.e., summer 2017 and summer 2018). It shall be adopted for summer 2019 and included in future contracts only upon mutual agreement of the parties.



ARTICLE VIII
SALARIES

- A. (1) Salary increases for all salaried and hourly employees recognized in Article I are as follows:
- 2016-2017 increase of 2.5%*
 - 2017-2018 increase of 2.5%*
 - 2018-2019 increase of 2.5%*

*Salary percentages are inclusive of the cost of increment. However, salary guide adjustments will be made within the duration of this contract.

- B. The salaries of all employees covered by this agreement are set forth in the schedules attached.
1. Twelve (12) month employees – Each employee employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
 2. When a payday falls on or during a school holiday, vacation, (with two (2) weeks notice), or weekend, employees shall receive their paychecks on the last previous working day.

ARTICLE IX
EMPLOYEES' INSURANCE PROTECTION

- A. All new employees eligible for health benefits shall receive health benefits through the Board's health benefits provider.
- B. New employees listed in Article I "Recognition" Section A, will be eligible for family/civil union health benefit coverage after completing the 90 day probationary benefit waiting period.
- C. Prescription Co-Pay - the cost for out of pocket prescription will be \$30.00 for the brand name and \$7.00 for the generic brand.
- D. Benefit Options:
 - 1. For all Administrators, the buy-back/waiver amount shall be limited to the lesser of \$5,000 or 25% of the health benefits premium paid by the Board.
- E. The Board and Association agree that the present insurance plan has sufficient coverage for the duration of this agreement.
- F. The Board further agrees to continue payments of the premium for existing health insurance coverage of either the individual or family/civil union.
- G. A mandatory second opinion shall be required for all surgical procedures.
- H. Vision Plan
 - The maximum insurance payment by the Board shall be:

| | | |
|-----------|---|-------------------|
| 2016-2017 | - | \$300.00 per year |
| 2017-2018 | - | \$300.00 per year |
| 2018-2019 | - | \$300.00 per year |
- I. Flexible Spending Account Plan – FSA
The Board agrees to implement an FSA plan and fund the administrative cost of the plan. The Board at its discretion will decide the parameters of the plan and reserves the right to terminate the plan at the end of the plan year with 30 days written notice.
- J. The Board agrees to pay for a Disability Plan of Choice by the STAA not to exceed \$1,000 for each Administrator.

- K. Any Administrator whose spouse is employed by the Stafford Township Board of Education will be entitled to only one family medical and prescription health care package in addition to full dental and vision. The Administrator will be paid a waiver cap of 25% of the health benefit premium or that calendar year or \$5,000, whichever is less. This provision will be in place so long as health benefits coverage is provided through a private plan. In the event any portion of health benefits coverage is provided through the School Employees Health Benefits Program, then coverage limitations shall be as set forth by applicable law. An out of district appointed Administrator's health care benefit package will be subject to negotiations between the employee and the Board of Education.

- L. All employee contributions towards health benefits shall be made as required by applicable law.

ARTICLE X

PROFESSIONAL ASSOCIATIONS & PROFESSIONAL DEVELOPMENT

- A. The Board will pay for membership dues for each member of the Association in N.J.P.S.A. In addition, the Board will pay dues in one (1) other professional organization for each Administrator based on approval by Superintendent and its relationship to job function.
- B. Provisions will be made in the budget as funding allows for attendance at workshops and National Conventions, for each member of the Association, with cost and selection with the Superintendent's approval as per Board Policy.
- C. Attendance at workshops, conventions, and other experiential in-service opportunities will be mandatory and will be considered part of an annual 20-hour professional development program. Selection of workshops and conventions will be part of each Administrator's Performance Plan (APP) or other professional development documentation required by the district's evaluation systems, as approved by the Superintendent of Schools.

ARTICLE XI
BOARD RIGHTS

The Board of Education, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, to direct employees of the school district, to hire, promote, transfer, assign and retain employees in positions within the school district and to suspend, demote, discharge, to take other disciplinary action against employees, to relieve employees from duties because of lack of work, or other legitimate reasons, to maintain the efficiency of the school district's operations entrusted to them, to determine the methods, means and personnel by which operations are to be conducted, and to take whatever action might be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XII
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 district shall clearly exemplify there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- B. This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give it full force and effect as Board Policy.
- C. If any provision or 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.
- D. With prior notice, any employee shall have the right to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during such review.
- E. No material derogatory to an employee's conduct, service, character, or personality shall be placed in their personnel file unless the employee shall acknowledge that he/she had the opportunity to review such material by affixing their signature on the copy to be filed, with the express understanding that such signature on the copy to be filed in no way indicates agreement with the contents thereof.
- F. No separate file: Except for personal references and other similar documents, the Board shall not establish any separate personnel file which is not available for the employee's inspection.
- G. Copies of this Agreement shall be furnished electronically by the Board within 30 days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed by the Board.

ARTICLE XIII
ENTIRE AGREEMENT

- A. The parties agree that this Agreement contains entire agreement reached by and between the parties.

- B. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.



ARTICLE XIV
DURATION OF AGREEMENT

Except where specifically modified, this Agreement shall be effective as of July 1, 2016, and shall continue in effect until June 30, 2019, subject to the Association's right to negotiate over 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, unless it is extended in writing.

SALARY GUIDE 2016-2019

| Step | 2016-2017 | | 2017-2018 | | 2018-2019 | |
|------|----------------|--------------|----------------|--------------|----------------|--------------|
| | Administrators | 12 Month Sup | Administrators | 12 Month Sup | Administrators | 12 Month Sup |
| 1 | 91,571 | 82,571 | 94,207 | 85,207 | 96,909 | 87,909 |
| 2 | 93,571 | 84,071 | 96,207 | 86,707 | 98,909 | 89,409 |
| 3 | 95,571 | 85,571 | 98,207 | 88,207 | 100,909 | 90,909 |
| 4 | 97,051 | 87,071 | 99,687 | 89,707 | 102,389 | 92,409 |
| 5 | 99,468 | 88,571 | 102,104 | 91,207 | 104,806 | 93,909 |
| 6 | 100,962 | | 103,598 | | 106,300 | |
| 7 | 101,371 | | 104,007 | | 106,709 | |
| 8 | 102,005 | | 104,641 | | 107,343 | |
| 9 | 103,517 | | 106,153 | | 108,855 | |
| 10 | 104,558 | | 107,194 | | 109,896 | |
| 11 | 106,099 | | 108,735 | | 111,437 | |
| 12 | 108,141 | | 110,777 | | 113,479 | |
| 13 | 110,689 | | 113,325 | | 116,027 | |
| 14 | 111,789 | | 114,425 | | 117,127 | |
| 15 | 113,311 | | 115,947 | | 118,649 | |
| 16 | 115,952 | | 118,588 | | 121,290 | |

The Board reserves the right to hire on any step without regard to years of experience.

Individuals hired prior to July 1, 1994 shall be entitled to a \$1,000 per year salary adjustment.

GRADUATE CREDIT REIMBURSEMENT

The Stafford Township Board of Education believes learning to be a life long endeavor and as such encourages its staff to pursue quality professional development avenues. Therefore the following graduate credit guide has been established in order to encourage staff in this pursuit.

| | 2016-2017 | 2017-2018 | 2018-2019 |
|-----------|-----------|-----------|-----------|
| MA+15 | \$2,500 | \$2,500 | \$2,500 |
| MA+30 | \$3,500 | \$3,500 | \$3,500 |
| MA+45 | \$4,000 | \$4,000 | \$4,000 |
| MA+60 | \$4,500 | \$4,500 | \$4,500 |
| Doctorate | \$5,000 | \$5,000 | \$5,000 |

Only those graduate level credits earned (from an appropriately accredited institution) following award of a Master's Degree will qualify for MA + credits. No credit earned prior to issuance of a Master's Degree will be credited to the MA + steps. All class/courses must be approved by the Superintendent or the Superintendent's designee prior to enrollment to be eligible for payment on the graduate credit guide.

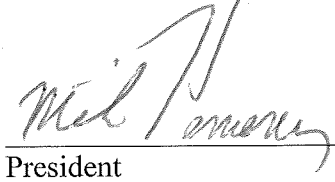
All credits must be earned in accordance with N.J.S.A. 18A:6-8.5 and 8.6 to be eligible for graduate credit reimbursement and a grade of "B", its equivalent, or better must have been obtained.

An employee must submit official college transcripts to the Human Resources office in a sealed envelope from an accredited institution.

All paperwork must be submitted prior to January 31st of a calendar year for a salary guide adjustment to be made to the employee's subsequent contract beginning July 1st.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on this 22 day of June, 2017, by their respective Presidents or Representatives, attested by their Secretaries or Representatives, and their corporate seals to be placed hereon.

STAFFORD TOWNSHIP
BOARD OF EDUCATION




President

STAFFORD TOWNSHIP
ADMINISTRATOR'S ASSOCIATION



President

ATTEST:



Witness



Witness