

AGREEMENT

BETWEEN

THE WYCKOFF BOARD OF EDUCATION

AND

THE WYCKOFF ADMINISTRATORS ASSOCIATION

July 1, 2004 - June 30, 2007

ARTICLE I
RECOGNITION

_____ Pursuant to existing laws of the State of New Jersey, the Board of Education of Wyckoff recognizes the Wyckoff Administrators Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment of Elementary and Middle School Principals and the Assistant Principal at the middle school.

The positions recognized will hereafter be referred to as "Administrators".

ARTICLE II

GRIEVANCE PROCEDURE

I. DEFINITIONS

A. A grievance is a complaint by an administrator or administrators based upon the interpretation, application, or violation of this Agreement. A grievance to be considered under this procedure must be initiated by the administrator or administrators within thirty (30) calendar days of its occurrence.

The non-renewal of a non-tenured administrator's contract is not subject to this grievance procedure, nor shall the grievance procedure be invoked by a tenured administrator against whom charges have been brought pursuant to the provision of the Tenure Employees Hearing Law with respect to the issue or issues on which charges have been made.

B. An Aggrieved Person is the administrator or group of administrators making the claim.

C. Immediate Supervisor shall mean the person who has the responsibility for immediate, direct administration of the aggrieved person.

D. Representative shall mean counsel or other person designated in writing by the aggrieved person.

E. Working Day shall mean a day in which the central office is open to transact business.

II. GENERAL PROVISIONS

A. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of such differences at the earliest possible state is encouraged.

B. The aggrieved person shall have the right to present a complaint in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

C. The aggrieved person shall have the right to be represented at any stage of the procedures by a person so designated.

D. Each party shall have access at reasonable times to written statements and records pertaining to such case.

E. All hearings shall be confidential.

F. At each step of the procedures, if differences are not resolved within the prescribed time, the aggrieved person has the right to move directly to the next stage.

G. The function of these procedures is to assure equitable and proper treatment under the existing laws and this contract which relate to or affect the administrator in the performance of duties. They are not designed to be used for changing such laws and contract or establishing new ones.

H. 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. Upon resolution, a summary of the grievance and the decision may be placed in the personnel file of the participants.

III. PROCEDURES

- A. The aggrieved person shall discuss the grievance with the appropriate immediate supervisor.
- B. If the aggrieved person is not satisfied with the disposition of the grievance, it shall be discussed informally with the Superintendent of Schools.
- C. If the aggrieved person is not satisfied with the disposition of the grievance, the grievance may be presented in writing to the Superintendent of Schools within five (5) working days of the informal discussion.
- D. The Superintendent of Schools shall investigate the grievance and give a decision in writing, within five (5) working days.
- E. If the aggrieved person is not satisfied with the disposition of the grievance, a review by the Board may be requested, within five working days of the Superintendent's decision. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board or committee thereof shall review the grievance, hold a hearing with the aggrieved, if requested, and render the final decision, in writing, within thirty (30) calendar days of the request.
- F. If within ten (10) working days after the decision of the Board, the aggrieved person is not satisfied with the disposition of the grievance, advisory arbitration may be requested. The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment to serve. If the parties are unable to agree on an arbitrator, they shall request a list of arbitrators from PERC, and they shall be bound by the procedure for selection.
- G. The arbitrator selected shall hold hearings in the district and issue an advisory decision, in writing, within twenty (20) calendar days from the close of the hearings. The decision shall set forth findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator shall be without power to add or subtract from this agreement, and the costs for the services of the arbitrator shall be borne equally by the parties. Any other expenses shall be paid by the party incurring same.

- H. The Board and the Association shall meet within ten (10) working days to discuss the advisory decision.

ARTICLE III **EVALUATIONS**

_____The Superintendent of Schools shall conduct regular evaluations in accordance with current Board policy.

The evaluation of the administrators will be conducted by the Superintendent by May 15. A mid-year evaluation will take place with the Superintendent by January 1, to be followed by a written copy of the evaluation by January 31st, so that each principal would be able to ascertain his/her performance progress at that point. The Board reserves the right to alter these dates if circumstances within the district warrant.

Administrators will be provided with copies of all evaluations. Administrators may add any pertinent remarks for inclusion in their respective permanent personnel file.

ARTICLE IV
SALARIES

_____ See Attached Salary Schedule

Assistant Principal

The middle school Assistant Principal whose term of employment requires twelve months annually, will be compensated for the duration of this agreement at 80% of the base salary for principals.____

Differential

	2004-05	2005-06	2006-07
Middle School Principal	\$8,000	\$8,000	\$8,000

Longevity

	2004-05	2005-06	2006-07

15 years	\$3,500	\$3,500	\$3,500
20 years	3,900	3,900	3,900

The longevity differentials are not cumulative and are earned in the salary year following completion of the recognized number of years of service in Wyckoff.

An individual employed as a new principal in the district after June 30, 2000 will be compensated as follows:

- Year 1: 15% below base tenured salary
- Year 2: 11% below base tenured salary
- Year 3: 8% below base tenured salary
- Year 4: 3% below base tenured salary
- Year 5: Base tenured salary

The Board of Education retains the right to withhold any increment for just cause.

ARTICLE V
HEALTH CARE INSURANCE

1. The Board will provide, on behalf of full-time administrators, full family health benefits from the State health Benefit Plan, full family pharmaceutical coverage, and individual dental coverage. Participants of the dental benefits plan who want to enroll in or continue dependent care coverage will be responsible for contributing 20% of the premiums for such coverage. Co-pays for retail and mail-order prescriptions shall be \$20 for brand name and \$10 for generic prescriptions.
2. Full-time administrators shall have an annual physical. The Board will pay up to \$300 after insurance coverage has been exhausted.
3. The Wyckoff Board of Education reserves the right to change the health benefit carriers for section 1 of this article with the agreement of the Wyckoff Administrators Association to equivalent plans.

ARTICLE VI
TUITION REIMBURSEMENT

1. The board shall reimburse full-time tenured administrators for tuition costs up to a maximum of five thousand dollars (\$5,000) per fiscal year incurred in professional improvement. In all cases, prior approval must be obtained and course work must relate directly to the individual's assignment in the district.

Reimbursement will be as follows:

<u>Grade</u>	<u>% Reimbursement</u>
A - B	100%
C or less	0%
<u>Pass/Fail or Doctoral Program</u>	
Pass	100%
Fail	0%

An administrator who utilizes any portion of the annual tuition reimbursement must agree to return to employment within the Wyckoff Schools for (1) one year of non-tuition reimbursement service following the last year that tuition reimbursement was utilized. Failure to do so, will lead to a proportional refund of the tuition reimbursement based on the most recent tuition cost incurred unless waived by the Board.

ARTICLE VII

SABBATICAL LEAVE

An individual who has been an administrator in the Wyckoff System for ten (10) consecutive years may be granted a sabbatical leave. Applications must be made to the Superintendent, in writing, on or before November 1, for leaves granted for the following contract year.

A one-year leave at one-half pay may be requested for advanced study in a doctoral program with a residency requirement for educational research. Educational research must be publishable in a reference journal or have a direct benefit to the Wyckoff Schools.

The Board will not grant more than one leave every two years.

Administrators must agree to return to the Wyckoff Schools for at least three (3) years upon termination of the leave. Failure to do so will lead to a proportional refund of sabbatical salary and tuition unless waived by the Board.

The administrator will enter into a contractual agreement with the Board detailing the terms and conditions of the sabbatical prior to the granting of the sabbatical. All leaves are subject to Board approval.

ARTICLE VIII

VACATIONS AND HOLIDAYS

_____ Twelve-month administrators will earn twenty-two (22) days of vacation per year. After five (5) years of service in the district, twelve-month administrators will be entitled to twenty-four (24) days of vacation per year.

All requests for vacation must be submitted to the Superintendent for approval. Upon termination of employment with the district, unused vacation will be paid in full.

Vacation days are earned on an accrual basis, according to the following table:

Years of Service	Vacation Days			
	7/1	10/1	1/1	4/1
1-5	22	5	5	6
6+	24	6	6	6

Vacation must be planned so that a maximum accrual as of September 30, shall not exceed ten (10) days. Days in excess of ten (10) days will be forfeited after September 30.

The Superintendent may approve an extension of the September 30, accrual maximum to 15 days for the purpose of: (1) completing matriculation requirements for an educationally related doctoral program, or (2) district circumstances requiring disruption of the administrator's planned vacation.

Twelve-month administrators will receive eight paid (8) holidays each year. These days will be designated by the Superintendent after consultation with the Wyckoff Administrators Association. In addition, the December recess will be considered a holiday in its entirety.

ARTICLE IX
TEMPORARY LEAVE OF ABSENCE

The Superintendent may grant temporary leaves of absence with pay (one to ten days) for personal matters that cannot be handled outside of school hours. Requests for leaves beyond two weeks in length require School Board approval, and may be approved with or without pay. Leaves without pay will result in a deduction of 1/240 of the administrator's annual salary.

ARTICLE X
PROFESSIONAL ASSOCIATIONS

_____ The Board of Education will pay the annual dues for one county, one state, and one national organization for each administrator.

The Board will provide funds annually for two (2) elementary principals and every other year for one (1) middle school principal to attend a national conference or convention and every other year for the middle school Assistant Principal to attend a national conference or convention.

The Superintendent must approve all requests for attendance and travel.

ARTICLE XI

MILEAGE

_____Administrators who are required to use their automobiles for school district business shall be reimbursed semi-annually at the rate established by the federal government as indicated annually by the I.R.S. This rate will be appropriately adjusted at the beginning of each calendar year.

Requests for reimbursement, with proper documentation, must be submitted within twenty (20) days after the end of each half.

ARTICLE XII **SICK LEAVE AND DISABILITY**

_____Administrators shall be entitled to fifteen (15) sick leave days each year. Unused sick leave days shall be accumulated each year with no maximum limit.

In cases of frequent or intermittent illness, or personal illness in excess of three (3) days, the Superintendent may require the administrator to submit a statement of health from a physician.

Administrators will be paid, upon retirement under the provisions of TPAF (except for deferred retirement), \$65.00 per day up to a maximum of 170 days for all unused sick leave.

Effective July 1, 1993, all new employees covered by this agreement will be capped at ninety (90) days.

ARTICLE XIII
DURATION OF AGREEMENT

_____ This agreement shall be in effect July 1, 2004, and shall continue in effect until June 30, 2007.

WYCKOFF ADMINISTRATORS ASSOCIATION
EDUCATION

WYCKOFF BOARD OF

Joseph E. Desiderio, President
President

Christine K. Roche,

Debra Kirsch, Witness

Alan C. Reiffe, Witness

DATE: _____

Notation:

Negotiation Teams for this agreement were as follows:

Wyckoff Administrators Association

_____ Joseph Desiderio

Debra Kirsch

Wyckoff Board of Education

____ Siobhan Carlino
Robin Palmeri
Christine Roche