

**AGREEMENT**

**BETWEEN**

**THE WARREN TOWNSHIP  
BOARD OF EDUCATION**

**AND**

**THE WARREN TOWNSHIP  
ADMINISTRATORS ASSOCIATION**

**JULY 1, 2011**

**TO**

**JUNE 30, 2014**



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## **Article I**

### **Recognition**

Pursuant to the provisions of Chapter 123, Public Laws of the State of New Jersey, NJAC 19:12-21, the Warren Township Board of Education hereby recognizes the Warren Township Administrators Association as majority representative and as the exclusive and sole representative for collective negotiations for its members concerning terms and conditions of employment for the following personnel, whether under contract, on leave, now employed or as may be hereafter employed by the Board:

All administrative personnel including, but not limited to,

Principals,

Assistant Principals, Deans and Supervisors,

Curriculum Supervisor,

Director of Special Services,

Technology Supervisor,

excluding the Superintendent and School Business Administrator/Board Secretary and any other confidential administrator.

## **Article II**

### **Negotiations Procedure**

The parties agree to enter into collective bargaining negotiations in accordance with law to reach agreement on all matters concerning the terms and conditions of unit members' employment. Negotiations shall begin at a mutually agreeable time with January 31 of the final year of the agreement as a target date. Any agreement so negotiated shall apply to all unit members, be reduced to writing, be signed by the Board and the Association and be ratified by the Board and the Association. Approval by a full majority of the Board is required for ratification. Except as this agreement shall herein otherwise provide, all terms and conditions of employment contained herein are applicable during the term of this agreement.

## **Article III**

### **Grievance Procedure**

#### **A. Definition**

A “grievance” shall mean a claim by an administrator upon the interpretation, application or violation of this agreement, board policies, or administrative decisions affecting an administrator or a group of administrators. A grievance to be considered under this procedure must be initiated by the administrator within five days of its occurrence.

*Exclusion: A complaint of a non-tenure administrator which arises by reason of his/her not being re-employed.*

#### **B. Procedure**

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate.
2. Failure to communicate a decision on a grievance within the specified time limits, at a given step, shall permit the aggrieved Administrator to proceed to the next step of the grievance procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. It is agreed and understood that all administrators, including the grievant, shall, during and notwithstanding the pendency of any grievance, continue under the direction of the Superintendent and continue to observe all assignments and applicable rules and regulations of the Board until such grievance or grievances and any affect thereof shall have been fully determined.

4. 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. They may be extended only by mutual consent in writing.

### **C. Level One**

Any administrator who has a grievance shall present that grievance in writing to the Superintendent of Schools in an attempt to resolve the matter informally at that level.

### **D. Level Two**

If, as a result of the information discussion based upon the written grievance, the matter is not resolved to the satisfaction of the administrator within ten working days, from the date of the informal discussion, he shall again present his grievance in writing to the Superintendent of Schools specifying:

1. The nature of the grievance and the date of the event.
2. The solution sought.
3. The result of previous information discussion.
4. Dissatisfaction with the conclusion(s) reached by the Superintendent after the informal discussion.

A copy of the grievance shall be promptly forwarded the administrator and/or the W.T.A.A. by the Superintendent. The Superintendent shall communicate his/her decision, with specific reasons, to the administrator within ten working days of the receipt of the written grievance.

### **E. Level Three**

If the administrator is not satisfied with the disposition of his/her grievance at Level Two, he/she may file his/her grievance in writing with the Board of Education (copy to the Superintendent) within five (5) working days after the receipt of decision at Level Two. The Superintendent shall forward all related papers to the Board of Education within ten (10) working days after the filing of the grievance with the Board of Education. The Board shall review the grievance and render a decision in writing within twenty (20) calendar days of receipt of the grievance by the Board. If, by the Board's judgment, a hearing is to be scheduled with the administrator, such a hearing will be held within twenty (20) working days of the receipt of the grievance by the Board, and a decision shall be rendered in writing within ten (10) working days of the hearing.

### **F. Level Four**

In the event any party is dissatisfied with the disposition of the grievance at Level Three, he/she may, within five (5) working days after the decision by the Board, request in writing that the grievance be submitted to advisory arbitration. An aggrieved party, in order to process his grievance beyond Level Three, must have his request for such action accompanied by the written recommendation for such action by the Association. At the same time, a request for a list of arbitrators shall be made to the Public Employment Relations Commission by the Association. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator. The decisions of the arbitrator shall be advisory.

## **G. Rights of Administrators to Representation**

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.
2. When a grievant is not represented by the Association in the processing of a grievance, the Association shall be notified, at the time of submission of the grievance to the Superintendent at Level Two, or at any later level, that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions concerning the grievance and shall receive a copy of all decisions rendered.

## **H. Aggrieved Party Consent**

Any grievance processed by the Association must be within the consent of the aggrieved party.

## **Article IV**

### **Supervisory Administrative Rights**

#### **A. Rights and Protection in Representation**

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every Administrator of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual benefit and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States.

#### **B. Statutory Savings Clause**

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

#### **C. Just Cause Provision**

No Administrator shall be disciplined, reduced in rank or compensation without just cause, as defined in N.J.S.A. 18A:6-10 and N.J.S.A. 34:13A-1. Any such action asserted by the Board shall be subject to the grievance procedure or other remedies as provided by law.

#### **D. Required Meetings or Hearings**

Whenever an Administrator is required to appear before the Superintendent, the Board of Education, or any committee of the Board, concerning a matter that may

adversely affect the status of his/her employment, he/she shall be notified in writing and shall be entitled to representation. The Administrator shall be given 48 hours notice prior to appearance before the Board or Board Committee. Any suspension shall be in accordance with law.

**E. Criticism of Supervisory Administrator**

To the extent possible, any criticism by the Superintendent or the Board of Education of an Administrator shall be made in confidence and not in the presence of teachers, parents, students or at a public gathering unless official action of the Board is required.

Whenever possible, before the Board responds to criticism of the Administrator made by the public, the Administrator in question shall be afforded the opportunity to respond to the Board of Education relative to the public comments.

## **Article V**

### **Association Rights and Privileges**

#### **A. Mutually Scheduled Meetings**

Whenever any member of the Association or any administrator is mutually scheduled by the parties to participate during work hours in negotiations, grievance proceedings excluding Level Four, conferences or meetings, he/she shall suffer no loss of pay.

#### **B. Exclusive Representation**

The rights and privileges of the Association and its members as set forth in this agreement shall be granted to the Association as the representative of the administrators, and to no other comparable administrator organizations.

#### **C. Data Requests**

The Board agrees to furnish to the Association, in response to requests from time to time, all public records and public information concerning the financial resources of the district.

#### **D. Use of School Buildings**

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

#### **E. Use of School Equipment**

The Association shall have the right to use school facilities and equipment, including duplicating equipment, calculating machines, computers and printers and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use.

**Article VI**  
**Evaluation**

**A. Right of Full Knowledge**

The Board of Education and Superintendent subscribe to the principle that an Administrator has the right to full knowledge regarding the judgment of his/her supervisor respecting the effectiveness of his/her performance and that, further, he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance.

**B. Frequency of Review**

The Superintendent shall establish procedures that will guarantee a minimum of three (3) written evaluations per year for each non-tenured Administrator and one (1) written evaluation per year for each tenured Administrator. The process shall be in accordance with the provisions of N.J.A.C. 6:3-1.19. Tenured administrators shall receive their yearly evaluation on or before June 15<sup>th</sup>.

**C. Evaluation Procedure**

1. Copies of Reports.

Each Administrator shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may be part of an Administrator's personnel file without Administrator's knowledge.

Further, each Administrator shall receive a copy of each written evaluation.

2. Right to Respond

A conference shall be arranged between the evaluator and the Administrator within ten (10) working days after receipt of the written evaluation by the Administrator, in

compliance with N.J.A.C. 6A:32-4.4 and 4.5. Within five working days after the conference, the Administrator is entitled to have his response to the evaluation heard and appended to the evaluation report.

**D. Notice of Contract Renewal**

Each non-tenured supervisory Administrator shall receive written notice, pursuant to statute and code, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

## **Article VII**

### **Leaves of Absence**

#### **A. Sick Leave**

##### 1. Accumulative

All parties represented herein shall be entitled to 12 days sick leave per year for twelve (12) month employees. Unused days of sick leave shall be accumulated from year to year.

##### 2. Retirement

Any Administrator, upon separation from the district for reasons of retirement after fifteen (15) years of service to the Warren Schools, shall receive a one time payment equal to  $1/260^{\text{th}}$  of the retiree's annual salary times the number of unused sick leave days of the Administrator at the time of retirement. This payment shall not exceed the sum of \$15,000, unless, if on June 30, 2011, the administrators unused sick leave payment exceeds \$15,000, he/she shall be capped up to and including the amount of \$25,000. However, if the Administrator's sick leave balance is reduced at any time during his/her employment, and the calculation is reduced from the \$25,000, it shall be permanently reduced.

##### 3. Extended Illness

Where, in a protracted illness, an Administrator shall have exhausted the accumulated days of sick leave, additional leave may be granted at the discretion of the Board of Education on a case-by-case basis in accordance with statute.

#### **B. Temporary Leaves of Absence**

Leaves of Absence with pay shall be granted annually for the following reasons:

1. Bereavement Leave (Upon approval of the Superintendent)

- a. Five (5) days per occasion, if required, for death in the immediate family, defined as the current spouse, child, step child, or parent.
- b. Three (3) days per occasion, if required, for death of brother, sister, mother-in-law, father-in-law, grandchild, grandparent, uncle, aunt, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other member of the immediate household. Household members shall be limited to a maximum of two individuals listed on the unit member's emergency card when such individuals are members of the household.

2. Personal Leave

A maximum allowance of four (4) days per year for 12 month employees shall be available for the conduct of personal affairs which cannot be handled outside of school hours. A personal leave day cannot normally be used the day before or the day after a holiday or vacation period or the first or last day of the Administrator's school term, nor shall a personal leave day be utilized for a holiday or vacation. The spirit and intention of this section is to provide only for a uniquely private concern or an individual and, therefore, is not to be interpreted in any manner other than which has been expressed. If it is established that a unit member takes such a leave for other than the aforementioned purposes, the Superintendent may then determine that the absence results in the forfeiture of pay for the absence. Application to the Superintendent shall ordinarily be made at least three (3) days prior to the leave, except in cases of emergency, or, as soon as possible thereafter. No reason is required for two of the four days for 12 month employees.

### 3. Unused Personal Leave

Unused personal leave days in any year will be added to the Administrator's unused accumulated sick leave on the following basis. (1) if zero personal days have been used, two days will be so added; (2) if one personal day has been used, one day will be so added; (3) if two personal days have been used, none will be added as accumulated sick leave.

### 4. Jury Duty

In case of required jury duty, an Administrator shall be allowed time off for jury service. He/She shall be paid the difference between regular pay and jury duty pay.

### 5. Legal Proceedings

For appearance in any legal proceeding connected with the Administrator's employment or with the school system, except where the Administrator is suing the Board, or in any other legal proceeding, if the Administrator is required by law to attend and is not a party to the suit, the Administrator shall be granted time off without reduction in pay.

### 6. Professional Development Conferences

Administrators may attend national and State professional development conferences upon the recommendation of the Superintendent and approval by the Board of Education. Approval or denial shall not be subject to the grievance procedure of this Agreement. The Board of Education will set aside \$2,500.00 per year per administrator for professional development. State and national meetings are considered professional development; however, no more than two administrators will attend a national meeting at the same time without the Superintendent's approval.

Attendance at professional development programs must be approved by the Superintendent prior to attendance.

#### 7. Family Illness Leave

A maximum of three (3) days per year for family illness. Family illness days may be used where a personal presence is advisable because of the critical illness of (a) parent, or (b) a spouse, or (c) a child, or (d) a member of the family living in the administrator's household. Two of the three days may also be used for the illness of the administrator if the administrator has utilized all of the administrator's annual sick leave. One of the three days may only be used for family illness and is not convertible into sick leave for the administrator and is non-cumulative. The two family illness days that may be converted into sick leave for the administrator if unused at the end of the year convert into sick leave, and are accumulated from year to year. When using family illness days, an informal explanation identifying the family member and the nature of the illness will be provided upon request.

### **C. Extended Leaves of Absence**

#### 1. Application

All requests, extensions or renewals of extended leaves without pay shall be made in writing to the Superintendent. The Superintendent shall give written notification of the Board's disposition.

#### 2. Maternity Leave

An Administrator applying for maternity leave shall notify the Superintendent at least sixty (60) days prior to the date she intends to leave. The right of the Administrator to use all or part of her sick leave shall be limited to the following:

Under normal medical circumstances a unit member will be entitled to utilize her accumulated sick leave for a period of one month prior to the estimated date of delivery and one month after. If unusual medical circumstances dictate, then the sick leave can commence prior to the above mentioned period substantiated by unrefuted medical certification, and can go beyond the one month period following the date of birth, if again, medically justified. The Administrator will be permitted to return to her duties upon being medically capable of performing these duties or shall have the option of requesting a child rearing leave of absence, without pay, until the following September 1 or the succeeding September 1, if under tenure. It shall be the obligation of the unit member to apprise the Superintendent of the option selected.

### 3. Public Office

The Board shall grant a leave of absence, without pay, to any unit member to serve in public office in accordance with the law N.J.S.A. 18A:6-8.1, 8.2. No increment experience or credit will be granted for this leave, nor shall such time count toward fulfillment of time requirements for tenure purposes.

#### **D. Child Care Leave**

Members will be entitled to child care leave as outlined by New Jersey law.

#### **E. Continuation of Benefits While on Leave**

Administrators while on leave without pay shall have the option to continue paying premiums for health insurance benefits regularly provided by the Board in accordance with law.

## **Article VIII**

### **Work Year and Vacation**

#### **A. Work Year**

All Administrators in this unit shall be 12 month employees and work a 12 month calendar.

#### **B. Vacation**

1. All Administrators covered in the Agreement who are employed as of July 1 shall be entitled to twenty-four (24) vacation days each school year. Any Administrator employed after July 1 shall be entitled to two (2) vacation days per month for each full month worked.

a. For all Administrators hired prior to June 30, 2011, all vacation days shall be available for use on July 1 of the school year immediately following the twelve (12) month period in which they were earned. Unused vacation days are not cumulative and must be used in the year earned unless specifically authorized by the Superintendent and the Board of Education except that:

- i. five (5) days may be carried into the next year; and,
- ii. an additional number of vacation days up to the number of days the schools were closed for snow in the year the days were to be originally taken may also be carried into the next year, provided;
- iii. the days in (i) and (ii) above must be used when school is not in session, and must be used by June 30<sup>th</sup> of the next school year.

b. For all Administrators hired with an effective date on or after July 1, 2011, all vacation days shall be available in the year that they are earned. Only five (5) vacation days may be carried over from one school year to another.

2. Administrators are encouraged to utilize vacation days when school is not ordinarily in session. All vacation time must be approved, in advance, by the Superintendent. If vacation is granted while school is in session, no more than five (5) days may be taken in any given school year without the approval of the Superintendent.

3. During the time when school is in session, no more than two (2) consecutive vacation days shall be permissible without specific permission from the Superintendent and the Board of Education. No vacation days may be taken:

- a. During the month of September when school is in session,
- b. One day after the actual last day of school.
- c. Two weeks prior to Labor Day, excluding Fridays.

### **C. Legal Holidays**

1. The following 14 days shall be considered non-work days:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Teacher Convention Days (2)	Martin Luther King Day (if the schools are closed and no workshop is scheduled)
Thanksgiving Day	President's Day
Thanksgiving Friday	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	

2. In the event that one of these days falls on a weekend, an alternate day shall be given as a non-work day at the discretion of the Superintendent.
3. One day each for Rosh Hashanah and Yom Kippur shall be given as non-work days if they fall on week days when school is in session. In the event these days fall on a weekend, no alternate day shall be given as a non-work day.

#### **D. Separation From Service**

1. A member who dies before his/her contract period is complete shall have paid to his/her estate the value of his/her unused prorated vacation days.
2. A member who resigns or retires during a contract year shall receive cash payment for unused prorated vacation days.
3. For purposes of D.1 and D.2 above, the value or the amount due to the estate of an administrator who dies or to the administrator upon retirement shall be calculated by multiplying  $1/260^{\text{th}}$  of his/her annual salary times the number of whole, unused vacation days determined by subtracting the number of vacation days used since the prior June 30 from the number the administrator began the year with on July 1 plus the number of whole vacation days that have accrued in the current year on a pro-rated basis at a rate of two days per month at the end of the month, up to the total number of days allowed in Article VIII, Section B.1.

#### **E. Work Day**

The work day for administrators shall begin at least thirty (30) minutes before the start of the school day and shall end at least sixty (60) minutes after the end of the school day.

## **Article IX**

### **Salary and Other Benefits**

#### **A. Salary Guides**

Salary schedules are attached hereto as Schedule A.

#### **B. Withholding Increments**

The Board of Education may withhold for inefficiency or other good cause the employment increment or the adjustment increment or both of any Administrator in any year by a majority vote of all members of the Board of Education. The Superintendent shall notify the Administrator of the intent to recommend to the Board of Education to withhold an increment and the reasons therefore. Written notification of Board action, together with the reasons therefore, shall be provided to the Administrator within ten (10) days after the Board action. The member may then appeal from such action to the Commissioner of Education or otherwise as provided by law. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future as an adjustment increment.

#### **C. Professional Development**

1. With prior approval of the Superintendent, Administrators who are pursuing an educationally related advanced degree (doctorate) shall be reimbursed 100% of tuition costs not to exceed the current Rutgers University, New Brunswick, tuition rate for graduate courses. The limit shall be no more than 15 credits per year and the Administrator must receive a grade of "B" or better. Approval of the Superintendent must be received before the course work commences and the course must be necessary for earning the advanced degree.

2. The Administrator may be reimbursed for other seminars or courses specifically approved by the Superintendent.
3. The Board's responsibility to fund the above tuition reimbursement shall not exceed \$8,000.00 in any year. The administrator shall receive tuition reimbursement within six (6) weeks of receipt of all required documentation by the Business Office.

#### **D. Health Insurance**

##### **I. Eligibility**

The board shall provide full medical insurance for full-time administrators and their dependents. However, no medical insurance benefits shall be granted to part-time administrators working fewer than 25 hours per week.

##### **Benefits**

- A. Effective July 1, 2010, the Board enrolled into the SEHBP. Employees will have the option of enrolling into any of the medical plans offered by the SEHBP.
- B. Effective July 1, 2011, Employees who elect to enroll into the SEHBP will contribute 1.5% of their annual salary toward the cost of this benefit plan. This contribution will be made through payroll deduction on a semi-monthly basis.

##### **Health Benefit Opt-Out**

An employee who has health benefit coverage through a spouse or from another source, other than the SHBP or SEHBP, and who can demonstrate same to the Business Administrator, may elect to forego all or a portion of his/her medical, dental and/or prescription coverage for a full school year and receive a cash

payment of twenty-five percent (25%) of the premium savings to the Board of Education, or \$5,000, whichever is less. Said payment will not be considered salary, nor will it be considered pensionable. The Business Office shall provide the forms by which an employee shall waive coverage and apply for payment.

An employee who has waived all or a portion of his/her medical benefit coverage will be allowed to restore such coverage on an immediate basis, without the necessity of a health questionnaire for the employee or his/her family members, in the event of a hardship or change of life event.

Reentry to all health benefit coverage for reason of hardship or change of life applies only in the following situations which result in the loss of health benefits coverage through the employee's spouse or other source:

- Termination of employment (proof of termination of benefits required)
- Legal Separation (a copy of decree is required)
- Group contract/policy terminated (proof of termination of benefits required)
- Disability of spouse which eliminates benefits (proof of termination of benefits required)
- Divorce (a copy of the decree is required)
- Death of Spouse (a copy of death certificate is required)
- Military Discharge (a copy of DD214 is required)

Application under these circumstances must be made within sixty (60) days of the life event to the district's payroll/benefit office.

In addition, any employee who has waived all his/her health benefit coverage may automatically restore his/her coverage by applying during the open enrollment period during any school year. The reinstatement date under such conditions will be January 1.

It will not be necessary for any employee or his/her family members to complete a Statement of Health (proof of insurability) to restore coverage during the open enrollment period.

#### **E. Dental Insurance**

1. The Board shall provide full dental insurance for each Administrator. This protection shall be comparable to that provided to other district employees.
  - a. Preventive and Diagnostic – 100% UCR
  - b. Basic Services – 80% UCR
  - c. Major Services – 50% UCR
  - d. Orthodontics – 50% UCR; \$80 SCP max.
    - i. \$1,500 maximum UCR p.a.
    - ii. \$25 deductible p.a. excluding preventative and diagnostic.
2. During the term of this Agreement, the Board shall continue to pay 100% of the premiums for the individual employee. However, on July 1, 1996, the liability for premium costs for this insurance to be paid by the Board shall be capped at a sum equal to the premium then in effect. The Board shall not be liable to pay any increase in dental insurance premiums after July 1, 1996.
3. The Board reserves the right to name the carrier (s).

4. The Board agrees to ask the insurance carrier to provide a clear description of limits and coverage to each Administrator.

**F. Vision**

The Board of Education will provide \$100 in reimbursement every other year to each person and his/her eligible dependents covered under this contract for the purchase of eye glasses or contact lenses.

**G. Professional Dues**

Membership dues of Administrators for professional associations shall be paid by the Board at the rate of \$1,500.00 per year upon presentation for the appropriate invoice.

**H. Auto Reimbursement**

Reimbursement for use of autos in performance of their duties within Somerset County should be as follows:

Director of Special Services - \$1,200.00

Supervisor of Curriculum - \$1,200.00

Technology Supervisor - \$1,200.00

All other Administrators - \$950.00

Business travel outside of Somerset County shall be at the BOE expense per BOE policy and in accordance with NJ Office of Management and Budget (OMB) guidelines.

## **Article X**

### **Miscellaneous Provisions**

#### **A. Individual Agreements**

Any individual contract between the Board and an individual Administrator hereafter executed shall be subject to and consistent with the terms and conditions of the agreement. If any individual contract between the Board and an individual Administrator contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

#### **B. Savings Provision**

If any part of this negotiated contract becomes illegal, it shall automatically be removed from the force of the contract the rest of the contract shall remain in force.

#### **C. Copies of Agreement**

Copies of this Agreement shall be duplicated within thirty (30) days after the Agreement is signed and presented to all Administrators now employed or hereafter employed by the Board.

#### **D. Notice to parties**

Whenever notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so, in writing at the following address:

Association to the Board	Address to the Business Office of the Board of Ed.
Board to Association	School Address of Association President

### **E. Complete Agreement**

This Agreement represents the full and complete understanding on all matters which were or could have been subject of negotiations. Neither party during the term of this Agreement, shall be required to negotiate with respect to any such item that was or could have been the subject of negotiations.

## **Article XI**

### **Board Rights and Privileges**

#### **A. Board Rights**

The Association recognizes that the Board retains all rights, privileges, and responsibilities conferred upon it by the laws of the State of New Jersey and the United States and under the Constitution of New Jersey and the United States including the right to manage the schools. The Association further recognizes that the Board may not by agreement delegate authority and responsibility which, by law, are imposed upon and lodged with the Board exclusively, nor be bound by this agreement in matters that are non-negotiable and impermissibly intrude into the areas of the managerial prerogative.

**Article XII**

**Amendment and Duration of Contract**

**A. Amendment of 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.

**B. Term of Agreement**

This contract shall remain in full force and effect from July 1, 2011 through June 30, 2014.

In witness whereof the parties, subsequent to ratification and Board Resolution, hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their respective corporate seals affixed hereto at Warren, New Jersey on this the 25<sup>th</sup> day of February, 2011.

**Warren Township**

**Warren Township**

**Administrators Association**

**Board of Education**

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**Kathy Bond, President**

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**Dr. Gregory Przybylski, President**

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**Robert Comba, Negotiations Chair**

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**Anthony Sardis, Negotiations Chair**

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**Peter Daquila, Board Secretary**

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## Schedule A – Salary Guides

### A. Doctoral Level

An earned Doctorate degree shall entitle the Administrator to an additional \$1,500 annual salary.

### B. Longevity

Each administrator shall receive a longevity payment of \$1,000 annually after ten years of service with the district.

<b>Warren Township Administrators Salary Guide 2011/2012</b>								
<b>Last</b>	<b>First</b>	<b>Title</b>	<b>2010/11 Base Salary</b>	<b>2011/12 Increase</b>	<b>2011/12 Base Salary</b>	<b>Doctorate</b>	<b>Longevity</b>	<b>2011/12 TOTAL</b>
Bond	Kathy	Principal	\$128,672	\$1,930	\$130,602		\$1,000	\$131,602
Cebula	MaryLou	Principal	\$136,177	\$2,043	\$138,219	\$1,500	\$1,000	\$140,719
Comba	Robert	Principal	\$153,176	\$2,298	\$155,473		\$1,000	\$156,473
Huss	Chris	Principal	\$119,888	\$1,798	\$121,686	\$1,500	\$1,000	\$124,186
Kimmick	William	Principal	\$128,028	\$1,920	\$129,949			\$129,949
Cook	Scott	Dean of Students	\$104,250	\$1,564	\$105,814			\$105,814
Roberts	Mary Ellen	Technology Supervisor	\$101,379	\$1,521	\$102,900		\$1,000	\$103,900
Brady	Faye	Director of Special Services	\$116,760	\$1,751	\$118,511	\$1,500	\$1,000	\$121,011
Markman	Sondra	Curriculum Supervisor	\$138,470	\$2,077	\$140,547		\$1,000	\$141,547

<b>Warren Township Administrators Salary Guide 2012/2013</b>								
<b>Last</b>	<b>First</b>	<b>Title</b>	<b>2011/12 Base Salary</b>	<b>2012/13 Increase</b>	<b>2012/13 Base Salary</b>	<b>Doctorate</b>	<b>Longevity</b>	<b>2012/13 TOTAL</b>
Bond	Kathy	Principal	\$130,602	\$2,286	\$132,887		\$1,000	\$133,887
Cebula	MaryLou	Principal	\$138,219	\$2,419	\$140,638	\$1,500	\$1,000	\$143,138
Comba	Robert	Principal	\$155,473	\$2,721	\$158,194		\$1,000	\$159,194
Huss	Chris	Principal	\$121,686	\$2,130	\$123,815	\$1,500	\$1,000	\$126,315
Kimmick	William	Principal	\$129,949	\$2,274	\$132,223			\$132,223
Cook	Scott	Dean of Students	\$105,814	\$1,852	\$107,665			\$107,665
Roberts	Mary Ellen	Technology Supervisor	\$102,900	\$1,801	\$104,700		\$1,000	\$105,700
Brady	Faye	Director of Special Services	\$118,511	\$2,074	\$120,585	\$1,500	\$1,000	\$123,085
Markman	Sondra	Curriculum Supervisor	\$140,547	\$2,460	\$143,007		\$1,000	\$144,007

<b>Warren Township Administrators Salary Guide 2013/2014</b>								
<b>Last</b>	<b>First</b>	<b>Title</b>	<b>2012/13 Base Salary</b>	<b>2013/14 Increase</b>	<b>2013/14 Base Salary</b>	<b>Doctorate</b>	<b>Longevity</b>	<b>2013/14 TOTAL</b>
Bond	Kathy	Principal	\$132,887	\$2,326	\$135,213		\$1,000	\$136,213
Cebula	MaryLou	Principal	\$140,638	\$2,461	\$143,099	\$1,500	\$1,000	\$145,599
Comba	Robert	Principal	\$158,194	\$2,768	\$160,962		\$1,000	\$161,962
Huss	Chris	Principal	\$123,815	\$2,167	\$125,982	\$1,500	\$1,000	\$128,482
Kimmick	William	Principal	\$132,223	\$2,314	\$134,537			\$134,537
Cook	Scott	Dean of Students	\$107,665	\$1,884	\$109,550			\$109,550
Roberts	Mary Ellen	Technology Supervisor	\$104,700	\$1,832	\$106,533		\$1,000	\$107,533
Brady	Faye	Director of Special Services	\$120,585	\$2,110	\$122,696	\$1,500	\$1,000	\$125,196
Markman	Sondra	Curriculum Supervisor	\$143,007	\$2,503	\$145,509		\$1,000	\$146,509

