### AGREEMENT BETWEEN THE

### WATERFORD TOWNSHIP BOARD OF EDUCATION

### AND THE

# WATERFORD TOWNSHIP PRINCIPALS AND SUPERVISORS ASSOCIATION

2017-2018

2018-2019

2019-2020

#### **Philosophy Statement**

The Waterford Township Principals and Supervised Association agrees to work as a team with the Waterford Township Board of Education in order to promote educational excellence in a cost effective manner and to ensure that all students receive a thorough and efficient education.

The administrators agree to implement policy as established by the Board of Education as well as the leaders of the schools' educational programs.

#### The Association agrees to:

- Pursue excellence at all times
- Continually improve educational leadership and management skills
- Serve as role models of professional excellence to all staff members
- Follow administrative chain of command at all times when dealing with policy and personnel matters.
- Uphold all policies of the Board.

#### The Board of Education agrees to:

- Provide administrators with opportunities to improve their educational leadership skills, along with their management skills.
- Provide incentives to administrators to improve these skills
- Respect the administrative chain of command by not discussing policy matters and professional appointments with administrators unless they have cleared with the Superintendent and the Board.

#### Recognition

In accordance with N.J.S.A. 34:13A-1 et seq., the Board recognizes the Waterford Township Principals and Supervisors Association, herein known as "the Association", as the exclusive and sole representative for discussion of the terms and conditions of employment of all certified personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Waterford Township Board of Education, hereinafter known as "the Board" including only Principals, Assistant Principals, and Supervisors.

#### Resolving Differences

#### **Definition**

A difference in any complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this agreement, administrative decision, board policy or state statute affecting an individual, group or members of the Association.

#### Purpose

The purpose of this procedure is to resolve, at the lowest possible level, problems which may from time to time arise affecting members of the Administration. Both parties agree that these proceedings will be kept as informal as possible and confidential as may be appropriate at any level of the procedure.

#### **Procedure**

The individual, a group or the Association having the complaint should contact the superintendent within twenty (20) working days of the event or when the complainant first becomes aware of the occurrence.

In the event that the concern is not resolved to the satisfaction of the individual, group or the Association, the matter may be brought to the Board within five (5) working days.

A response would be due from the Board in ten (10) working days after the regular scheduled meeting.

No administrator shall be disciplined, reprimanded, reduced in rank or compensation or given adverse evaluation of his/her services without just cause.

No complaint shall be the basis of an unfavorable evaluation or disciplinary action nor shall a record of any complaint be made part of the administrator's personnel file unless the administrator has been formally notified of the existence of the complaint and given full opportunity to respond.

The Board of Education shall not discuss at a public meeting a complaint against an administrator if said discussion could result in a possible imposition of penalty or discipline without adequate prior notice to the administrator.

#### **Evaluation**

All evaluations shall be conducted in accordance with state law and administrative code.

#### Sick Days

Each administrator shall have a number of sick days equal to the months of his/her contract. These days shall accumulate from year to year. When retiring and in accordance with TPAF, administrators shall be reimbursed at a daily rate fixed by the following formula for all accumulated sick leave to a maximum of 200 days:

0.0015 x salary

An administrator's sick leave shall not exceed a maximum of \$15,000.00. Exception to the \$15,000.00 maximum shall exist for all administrators whose entitlement for sick leave as of July 1, 2008 exceeded that maximum of \$15,000.00.

#### Personal Leave

Each administrator shall have three (3) personal days which will accumulate as sick leave if they are not used.

#### Temporary Leave

- A. Administrators shall be excused from duty, with pay, for up to five (5) days in the event of the death of a husband, wife, domestic partner, child, stepchild, parent or step parent. Said days are to be used within fifteen (15) days of death.
- B. Administrators shall be excused from duty, with pay, for up to three (3) days in the event of the death of a brother or sister by blood relationship, mother in-law or father in-law.
- C. Administrators shall be excused from duty, with pay, for two (2) days in the event of the death of a grandparent or grandchild.
- D. Administrators shall be excused from duty, with pay, for one (1) day in the event of the death of an aunt, uncle, sister in-law or brother in-law.
- E. Administrators shall be excused from duty, with pay, for any necessary court and/or administrative agency appearance connected with the administrator's employment or school system.

#### F. Extended Leaves

1. A leave of absence, without pay, for one or two full school-years shall be granted to any teacher who join the Peace Corps., VISTA, National Teacher Corps, or serve as exchange teachers or overseas teachers and are full time

participants in either of such programs or accept a Fulbright Scholarship. Applicants shall submit requests, in writing, sixty (60) days in advance.

- 2. Any unit member under contract with the Board in military service of his/her country shall be placed on military leave of absence in accordance with the statues if the State of New Jersey (section 18A:6-33) and the ruling if the Attorney General for such time as the unit member shall remain in military service. The unit member shall, upon written application, be entitled to reemployment in the original or similar position together with the necessary salary adjustment to which he/she is entitled by virtue of his/her combination of military service and teaching experience provided, if applicable:
- a. The unit member makes such application for reemployment within ninety (90) days after release from the military service;
- b. The separation from military service shall be any type other than dishonorable;
- c. That in computation of salary benefits, the unit member shall be entitled to increments based upon either his/her military service or the crediting of such service but in no circumstance to be granted double increments for the same period of time.
- Further, that at the time of applying for reinstatement, the unit member provides acceptable proof of his/her military service and of his/her type of separation as required by the Statues of the State of New Jersey (Section 18A:6-33) and the interpretations thereof by the Attorney General. During the period of such military service, the Board shall pay the unit member his/her pension annuity contribution in accordance with legal requirements which shall be adjusted annually in accordance with the automatic increments of the particular salary schedule then in full force and effect. Nothing contained above shall in any way be construed as to prevent the Board from considering the needs of the district at the time the unit member applies for reinstatement or to require the Board to re-employ a unit member returning from military leave when the circumstances have dictated a reduction in force and all remaining unit members have seniority due to tenure. In such instance, the particular unit member shall be placed on a waiting list in accordance with his/her rank. Time spent by a unit member in military service may count towards salary and toward meeting the requirements for permanent certification but shall not count as time credited toward tenure. Time spent by a unit member in military service may count toward salary.
- 3. A leave of absence, without pay, for up to two (2) years may be granted for the purpose of caring for a sick member of the unit member's immediate family or a

member of the household for whom the unit member is legally receiving and income tax deduction.

- 4. All benefits to which the unit member was entitled to at the time that his/her leave of absence commenced, including unused accumulated sick leave eligibility, shall be restored to him/her upon his/her return; and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- 5. All applicants for extensions or renewals of leaves of absence less than the maximum provided in the leave policy shall be applied for, in writing, and a decision shall be rendered in writing. Additional leave may be granted at the discretion of the Board.

#### 6. Disability Leave

- a. A unit member who anticipates a disability shall notify his/her immediate supervisor, in writing, of the anticipated commencement of the disability as soon as the unit member knows of it. All benefits to which a unit member was entitled to at the time of the leave of absence commenced, including unused accumulated sick leave, shall be restored upon return; and every effort shall be made to assign the unit member to the same position which was held at the time said leave commenced, if available.
- b. In the case of pregnancy, the unit member shall inform her supervisor of the anticipated delivery date.
- 1) No Later than sixty (60) calendar days prior to anticipated delivery date, the unit member shall request a leave of absence while she is disabled for which accumulated sick leave may be utilized.
- 2) Unless a medical certificate is provided to the contrary, it shall be presumed that the pregnant unit member's period of disability shall commence thirty (30) calendar days prior to the delivery date of her child(ren) and terminate thirty (30) calendar days subsequent to the delivery of said child(ren).
- 3) When this occurs, a unit member who is placed on disability leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and rules of insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits. Whenever possible, the Board will permit the immediate return of a unit member whose disability terminates within forty-five (45) calendar days of said delivery.
- 4) Following the grant of such leave to any unit member, the commencement and termination dates thereof may be further extended or reduced, for medical reasons, upon application by the unit member to the Board.

5) It is the intent of the Board and the Association to abide by all Federal and State Statutes, and Federal and State judicial decisions as they may pertain to the unalterable rights of either the unit member or the employer.

#### 7. Child Care Leaves

- A. A leave of absence, without pay, for up to one (1) year shall be granted for child rearing for all unit members under the negotiated agreement. Leave granted for child care leave shall be charged against the unit member's entitlement, if any, under the New Jersey Family Leave Act or the Federal Family and Federal Medical Leave Acts, whichever is applicable.
- 1) All leaves granted to non-tenured teachers shall terminate at the end of the school year in which they began. The granting of such leaves to non-tenured teachers does not obligate the Board to continue the employment of these teachers for the following school year.
- 2) Notwithstanding the above, a unit member may return to work immediately upon completion of a leave of absence taken pursuant to the Federal or State Family Leave Acts.
- B. A unit member desiring an unpaid child care leave shall apply no less than sixty (60) calendar days before the anticipated date for commencing child care leave.
- C. If a ten (10) month unit member has been employed for part of the school year, an increment of service shall not be granted unless the unit member has been under contract with the Board of Education of Waterford Township for at least ninety three (93) days. If a twelve (12) month unit member has been employed for part of the school year, an increment of service shall not be granted unless the unit member has been under contract with the board of education of Waterford Township for at least one hundred and thirty (130) days.
- D. A unit member on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits, except as statutorily required.
- E. A unit member on an unpaid leave of absence must notify the Superintendent by March 1st of his/her intention to return to work or extend his/her leave, if eligible, if the employee fails to notify the Superintendent, in writing, by March 1st of his/her intent, the superintendent will notify the employee and the Association by April 15th to eliminate the possibility of a loss in job status.

G. The Board of Education, at its option, may grant a leave of absence, with or without pay, upon application by the employee. The Decision to grant or not to grant shall not be precedent setting.

#### Vacations/Holidays

- A. Twelve (12) month administrators shall have twenty (20) days of paid vacation
- B. Vacations shall be scheduled so that there is always appropriate administrative coverage for the district.
- C. It is the intent of the Board that administrative vacation time should be used to support the physical and mental health of the management team. However, the Board realizes that from time to time, due to the demands of the job, vacation time may not be fully used. On these occasions, the administrator shall have three options for the unused days:
  - a. Use the time by the following August 31st as vacation
  - Convert the unused days to sick days which shall accumulate and be eligible for severance pay as specified in another section.
- D. Administrators shall be entitled to the following holidays:

Martin Luther King Jr. Day
President's Day
Spring Recess (When schools are closed)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Teachers' Convention Days
Thanksgiving Day
Friday after Thanksgiving
Christmas Recess (When schools are closed)

- E. Vacation day entitlement shall be paid to a deceased administrator's estate.
- F. Summer office hours will reflect the current practice of 32 hours per week, beginning the week after school ends through the second week in August.

#### **Health Benefits and Insurance Protection**

- A. The Board shall pay complete individual coverage and family coverage as per the benefits listed in Appendix A (Health Insurance) throughout the term of this agreement.
- B. During the term of this agreement, the Board of Education shall maintain dental insurance for employees as per the benefits listed in Appendix A-2 (Dental Insurance).

- C. The Board will provide prescription coverage through the State of New Jersey Health Plan which shall provide for both individual and family coverage.
- D. The Board of Education will implement a vision plan as provided in the attached Appendix A-3.
- E. The parties agree to establish a Section 125 (I.R.S. Code) plan for the purpose of making available a cash option.
  - 1. An employee otherwise entitled to insurance coverage shall have the option to withdraw from any such coverage and to be paid a sum equal to one (1) of the eligible premium coverage(s) for each year that the withdrawal remains in effect. All withdrawals from insurance coverage shall be for a minimum of one (1) year corresponding to the benefits period established by the carrier. The cash payment shall be in the form of a stipend payable bi-monthly and shall be fifty percent (50%) of the employee's eligible coverage under the traditional plan (medical, dental, prescription).
  - 2. Notwithstanding the above, employees who have a change in status (e.g. termination of employment, divorce (copy of decree required), legal separation (copy of decree required), death (copy of certificate required), military discharge (form DD214 required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the year provided the employee gives the Board notice of the change in status within sixty (60) days of the event causing the change. Otherwise, all elections for a cash option shall be in effect for the entire twelve (12) month period. The Board's obligation for the cash option shall be prorated for those employees subject to a change in status.
  - 3. Return to the benefits plan for reasons other than change of status in subject to the terms of the carrier.
- F. The Board shall purchase disability insurance coverage and life insurance at the maximum benefit level for all administrators, up to \$5,000.00 coverage per month, after a thirty (30) day elimination period, prorated based upon the percentage of salary as permitted by the disability plan. The elimination period is the length of time of continuous disability due to sickness or injury which must be satisfied before you are eligible to receive benefits. The administrator may waive these benefits in exchange for a cash payment of 50% of the cost of the policy payable in December and June of each year.

### Professional Development/Education Improvement

The Board agrees to pay the full cost of resignation and other reasonable expenses incurred in order for an administrator to attend conferences, seminars, workshops and other professional meetings and other means to keep abreast of model educational thought including graduate level study not to exceed \$3,000.00 per administrator per year.

Prior Board approval is needed for any sum over \$250.00. Receipts are required. Mileage allowance shall be as specified by the Board. For graduate level studies, receipts and satisfactory completion of courses or programs are required (grade report or transcript if

required). Approval for courses or programs shall be by the Superintendent for all other administrators and by the Board for the Superintendent.

#### **Mentor Fees**

The Board agrees to pay the full cost of any new administrator's mentor fees.

#### **Association Membership**

Each Administrator will be entitled to an annual payment for professional association fees up to a maximum of \$950.00 per year of the agreement.

#### Sabbatical Leave

- A. Purpose a sabbatical leave may be granted to one administrator for a period of not greater than one (1) year by the Board for study, including study in another area of specialization, for travel or for other reasons of value to the school system.
- B. Conditions -
  - 1. Request for sabbatical leave must be received by the Superintendent in writing no later than December 1 of the school year preceding the leave. Action must be taken by February 1 of the school year preceding the leave.
  - 2. Sabbatical leave is available to all tenured administrators.
  - 3. Pay an administrator on sabbatical leave shall receive no compensation by the Board during the period of absence.
  - 4. Return upon return from sabbatical leave, an administrator shall be place on the salary schedule at the step following the step that he or she was on prior to the taking of the leave.

#### **Administrative Vacancies**

All vacancies in administrative positions caused by death, retirement, discharge, resignation or by the creation of new positions shall be filled pursuant to the following:

Such vacancies shall be adequately publicized, including a notice in every school (by position, through the Superintendent's bulletin or otherwise) as far in advance of the filling of such vacancy as possible (ordinarily at least thirty (30) days in advance and in no event less than seven (7) days in advance). The Superintendent may concurrently publicize the position outside the school district.

Said notice of vacancy shall clearly set forth the qualifications for the position.

#### **Other Benefits**

It is recognized by all the administrators that the Waterford Township School District is excellent. Therefore, the Board of Education shall permit children of administrators to attend

school in the Waterford Township School District. The tuition for said attendance would be absorbed by the Board of Education.

#### **Salary Guide**

It is agreed upon that the contract shall run for three (3) years with salary increases as follows: Each member will receive a 3% increase for 2017-2018; 3% increase for each member in 2018-2019; and 3% increase for each member in 2019-2020.

It is agreed upon that any new employees coming into the Association will receive the same dollar increase as negotiated during the life of the agreement.

ATTEST:

WATERFORD TOWNSHIP **BOARD OF EDUCATION** 

President

ATTEST:

WATERFORD TOWNSHIP PRINCIPALS & SUPERVISORS ASSOCIATION

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# Waterford Township School District Health Insurance Appendix A

Primary Care Copayment	\$10.00
Specialist Care Copayment	\$10.00
Emergency Room Copayment	\$10.00
In-Network Deductible	n/a
In-Network Coinsurance on select services	10%
In-Network Coinsurance Maximum (individual/Family)	n/a
In-Network Out-of-Pocket Maximum (Individual/Family)	\$400/\$1000
Out-of-Network Deductibles (Individual/Family)	\$100/\$250
Out-of-Network Coinsurance after deductible	20%
Out-of-Network Out-of-Pocket Maximum (Individual/Family)	\$2,000/\$5,000

## Waterford Township School District Dental Insurance Appendix A-2

### Flagship/DeltaCare or Equivalent

Preventive & Diagnostic	\$	
Basic	\$	
Crowns	10	\$75-\$290
Prosthodontics		\$60-\$300
Orthodontics		\$2,400
Annual Maximum		None
Deductible		None

#### **Dental Premier**

Preventive & Diagnostic	100%
Basic	80%
Crowns	80%
Prosthodontics	60%
Orthodontics	N/A
Annual Maximum	\$ 2,000.00
Deductible	\$ 25.00

## Waterford Township School District Prescription Insurance Appendix A-3

Retail:Generic Copayments	\$	3.00		
Retail: Preferred Brand Copayments	\$	10.00		
Retail:Non-Preferred Brand Copayments	\$	10.00		
Mail:Generic Copayments	\$	5.00		
Retail: Preferred Brand Copayments	\$	15.00		
Retail:Non-Preferred Brand Copayments	\$	15.00		
Prescription Drug annual Out-of-Pocket Maximum (Individual/Family)	\$1,580/	\$1,580/\$3,160		

## Waterford Township School District Vision Insurance Appendix A-4

Every 12 months	
Every 24 months	
\$120.00	
\$20.00	
\$140	
20%	
Included	
Included	
0	
\$80 - \$90	
\$120-\$160	
35% - 40% discount	
Every 24 months	
\$ 120.00	
Up to \$60	
\$ 20.00	
\$ 39.00	
5% - 15%	

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