

**AGREEMENT**

**BETWEEN**

**STRATFORD BOARD OF EDUCATION**

**AND**

**STRATFORD ADMINISTRATORS AND  
SUPERVISORS ASSOCIATION**

**JULY 1, 2005 - JUNE 30, 2008**

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**ARTICLE I**  
**RECOGNITION**

A. The Stratford Board of Education hereby recognizes the Stratford Administrators and Supervisors Association, which represents the majority of the administrators and supervisors, as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following personnel under contract or employed by the Board:

Principals  
Vice Principals  
Supervisors  
Directors

B. Unless otherwise indicated, the term “administrator” or “administrators” shall mean a member of the Association as defined in A. above.

**ARTICLE II**  
**NEGOTIATION PROCEDURE**

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1074 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.

B. Any Agreement so negotiated shall apply to all administrators, be reduced to writing, be presented to the Board for approval and to the Association for ratification, and upon approval and ratification shall be signed by both parties.

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

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

A. Definitions

1. A grievance is a claim based upon the interpretation, application or violation of this Agreement which affects the terms and conditions of employment of an administrator or group of administrators.

2. An "aggrieved person" is the person or persons making the claim or the Association.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. A grievance may be filed by an individual member, a group of members or by the Association.

B. Purpose

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

2. Nothing herein contained shall be construed as limiting the right of an administrator having a grievance to discuss the matter informally with any appropriate member of the administration and having an adjustment made which is not inconsistent with the terms of this Agreement.

C. Procedure

1. The individual, group or the Association with a grievance shall reduce it to writing and submit the grievance to the Superintendent within ten (10) work days of its occurrence. The Superintendent has 15 work days after receipt to resolve the grievance.

2. In the event that the grievance is not resolved to the satisfaction of the individual, group or the Association, the matter may be brought to the Board of Education within five (5) work days of the response from the Superintendent.

3. The Board of Education shall render a written decision within five (5) work days following the Board meeting that the grievance is considered.

D. Rights of Administrators to Representation

1. Any aggrieved person may be represented at all levels of the grievance procedure by him/herself, with or without legal counsel, or at his/her option by a representative selected or approved by the Association.

2. No reprisals of any kind shall be taken by the Board or any member of the Administration against a party in interest or any other participant in the grievance procedure.

E. Separate Grievance File

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

F. Meetings and Hearings

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

**ARTICLE IV**

**ADMINISTRATOR RIGHTS**

A. The parties agree that they shall not directly or indirectly discourage, deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 123 of the Laws of 1974 (N.J.S.A.34:13A-5.3).

B. Just Cause Provision - No administrator shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage or given an adverse evaluation of his/her professional services capriciously or arbitrarily.

C. Required Meetings or Hearings - Whenever any administrator is required to appear before the Superintendent, or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could result in termination of employment, then he/she shall be given prior written notice of the reasons for the meeting or interview and shall be entitled to have a representative present to advise him/her and represent him/her during such meeting or interview. Any suspension of an administrator by the Superintendent and Board action, pending charges, shall be with pay. The Board, upon certification of charges to the Commissioner of Education, may suspend the administrator without pay as provided by law. The Association will cooperate with the Board in the recovery of any funds due to the Board by any suspended administrator.

D. Criticism of Administrators

1. Any criticism by the superintendent, or Board member of any administrator, shall be made in confidence and not in the presence of staff members, students, parents or other public gatherings, unless public comment or discussion is requested by the administrator or unless it is part of a legal

proceeding (i.e. Superior Court, Office of Administrative Law, PERC Hearing).

2. If any complaint is made by any person which may affect the evaluation of an Administrator, the Superintendent shall apprise the Administrator of the nature of the complaint and attempt to resolve it within the framework of district procedures. Nothing herein shall limit the Administrator's right to request a grievance under Article III.

E. Reimbursement for Personal Property Damage

1. The Board shall reimburse administrators for the reasonable value of clothing or other personal property damaged, destroyed or stolen as the result of an assault or vandalism while on school property or while acting in the discharge of his/her duties within the scope of his/her employment.

2. The Board's liability shall not exceed the personal loss insurance coverage limitations maintained by the Board and shall not extend to motor vehicles of the administrators.

3. Administrators who use their own property pursuant to prior authorization from the superintendent to fulfill their jobs shall be entitled to reimbursement for any damage which occurs to the property during their use while the individual is performing his/her job responsibilities.

**ARTICLE V**

**ADMINISTRATOR EMPLOYMENT**

As professionals, Administrators are expected to devote to their assignments the time necessary to complete their job responsibilities.

**ARTICLE VI**

**SALARIES**

A. Salary Schedule - The salaries of the various administrators covered by this Agreement as set forth as shown in the Salary Guide.

B. Methods of Payment

1. The Board agrees to pay two (2) salary checks per month.

2. The dates of payment shall be on the 15th and 30th of each month.

3. If the 15th or the 30th falls on a weekend or a holiday, the Board agrees to pay the salary check on the last school day preceding the weekend or the holiday.
4. On twelve (12) month contracts, the Board agrees to pay twenty-four (24) equal payments.
5. Changes to 1. through 4. above will be made, without negotiating, to be consistent with changes made to the Agreement Between the Stratford Board of Education and the Stratford Education Association.
6. The Board agrees to make available electronic direct deposit of administrators' paychecks provided the administrators individually authorize the Board to do so.

**ARTICLE VII**  
**EVALUATIONS**

- A. Written Evaluations - All written evaluations shall be submitted to the administrator involved for his/her review, comment and signature. The signature of said administrator shall not be construed to be an acceptance of the contents of the evaluation but rather to indicate that he has had the opportunity to review it.
- B. Inspection of Evaluation Reports - Administrators shall be permitted to examine evaluation reports in their personnel folder, as maintained in the Office of the Superintendent, in the presence of the Superintendent.

**ARTICLE VIII**  
**CERTIFICATION AND RESPONSIBILITIES:**

- A. Certification – The Administrator shall hold a valid and appropriate certificate to act as an Administrator in the State of New Jersey.
- B. Responsibilities -- The Administrator agrees to faithfully perform the duties of his/her position as set forth in the job description for the position and in accordance with all applicable laws, regulations, policies, and directives.

**ARTICLE IX**  
**INSURANCE PROTECTION**

All administrators will be eligible to select between two (2) health benefits options. Plan A – Group Coverage (Health, Prescription and/or Dental) pursuant to the terms and conditions set forth below. Plan B – Opt-Out pursuant to the terms and conditions set forth below.

- A. Administrator and dependent coverage shall be board paid for all administrators as listed below. Patriot X coverage only for administrators enrolled in/covered by Patriot X as of June 30, 2005.

<u>Health Insurance</u>	<u>Prescription Insurance</u>	<u>Dental Insurance</u>
Administrator & Dependent Coverage through Patriot V	Administrator & Dependent Coverage	Administrator & Dependent Coverage

Patriot X administrator and dependent coverage for those not enrolled in/covered by Patriot X as of June 30, 2005 is available through a payroll deduction of the premium difference between Patriot V and Patriot X.

- B. Opt – Out (Appendix C – Summary of Benefits)

Administrators who supply proof of other adequate health, dental and/or prescription care coverage may apply to receive cash payments in the form of additional taxable pay as follows:

50% of premium rate currently in effect based on prior year coverage (i.e. family, husband/wife, parent/child(ren), single)

- C. Income Protection (Disability Insurance)

The Board shall pay income protection coverage through American General Insurance Company or Prudential Benefits Insurance Company at \$500.00 per year, per administrator.

- D. The Board reserves the right to change insurance carriers provided the new carrier provides benefits equal to or better than those in existence at the time of the change. The Association shall have the right to examine any change in carriers.

- E. Changes to A. through C. above will be made, without negotiations, to be consistent with changes made to the Agreement Between the Stratford Board of Education and the Stratford Education Association. If changes create a payroll deduction, the Board will pay the cost of said payroll deduction.



**ARTICLE X**  
**SICK LEAVE**

- A. 1. Any administrator who is hired after July 1<sup>st</sup> shall be entitled to one (1) sick leave day per month for the balance of that work year. Thereafter, said administrator shall be entitled to twelve (12) sick leave days per year.
2. Unused sick leave days shall be accumulated from year to year with no maximum limit.
3. The need for presentation of a medical certificate after sick leave shall be at the discretion of the Superintendent.
4. The Board shall maintain a record of sick days accumulated and provide each administrator with an accounting no later than October 1 of the school year.
- B. Notification of Illness – Administrators shall notify the superintendent of anticipated absence due to illness as early as possible, but no later than 7:00 A.M. the morning of the absence.
- C. Reimbursement for Unused Sick Leave
1. Each administrator who applies for retirement to TPAF shall be paid for unused accumulated sick leave at \$100 per day up to 200 days for a maximum of \$20,000.
2. Such pay will not be considered part of any employee's annual salary nor calculated as salary for pension purposes. Payment will be made in two (2) equal installments. The first installment is to be made on following January 15<sup>th</sup> in the first year after the administrator retires and the second installment is to be made on the following January 15<sup>th</sup> in the second year after the administrator retires.
3. In order to comply with this provision, eligible administrators must submit a letter of retirement to the Board of Education. At that time, the state retirement application form will be provided for completion and processing.
4. All other accumulated unused sick leave provisions do not apply to those exercising their eligibility under this provision.
5. In the event of the death of an administrator exercising eligibility under this provision, the employee's eligible benefit shall be made to the administrator's estate.

6. As per individual employment contracts, 50 sick days granted to Carol Vita and James Vacca effective with the first day of employment shall not be reimbursable at retirement.

D. Attendance Incentive

As a financial incentive for attendance, administrators shall be paid as follows:

1. No sick or personal days \$300 per year
2. No sick days \$175 per year
3. No personal days \$125 per year.

Bereavement days as listed in Article XII, Section B are excluded.

## ARTICLE XI

### EXTENDED LEAVES OF ABSENCES

A. Pregnancy Disability/Child Rearing/Adoption –

1. Pregnancy Disability:

a. Any regularly appointed administrator seeking a leave of absence for reasons of pregnancy disability shall notify the Superintendent, in writing, no later than five (5) months prior to the expected birth. The letter shall set forth the commencement date of the requested leave of absence and the date she desires to return from said leave.

b. Any pregnant administrator will be deemed eligible to utilize accumulated sick leave as follows:

(1) Up to twenty (20) working days prior to the date of the birth.

(2) Up to twenty (20) working days after the date of birth.

2. Child Rearing:

Any administrator seeking a leave of absence for reasons of child rearing shall notify the Superintendent, in writing, no later than 30 days prior to the commencement date of said leave request.

3. Adoption:

Any administrator adopting a child may receive similar leave which shall commence upon receiving defacto custody of said child, or earlier if necessary, to fulfill the requirements of the adoption.

4. Any administrator may return to work within the school year in which the leave begins, provided he/she requested to do so in the original application. Any extension or reduction of absence within the same school year shall only be allowed at the discretion of the Board, provided extension or reduction is made following the original application but prior to the original commencement date

and that such extension or reduction will not substantially interfere with the administration of school.

5. The Board shall not be required to extend the leave of non-tenured administrators beyond the school year for which they were hired. Non-tenured administrators wishing to return for the following school year shall be considered by the Board for reemployment.

6. Any tenured administrator shall be permitted to return to work at the beginning of any of the two (2) school years following the school year in which the original leave commences, provided she/he has given the Board written notice of the intention to do so not less than six (6) months prior to the beginning of the school year in which he/she wishes to return. (March 1<sup>st</sup> – 10 month administrators; January 1<sup>st</sup> – 12 month administrators)

7. Any leave of absence described in this article shall count towards leave under the Federal and/or State Family Medical Leave Acts, except as stated in 1.b. above.

- B. Return From Leave - Any administrator granted a leave of absence under this policy shall be eligible for a salary increment provided he/she has completed at least 93 days of service to the District in the year in which the leave commences.
- C. In the event that any provision of this Article should be found contrary to any New Jersey School Law, the statutory language shall supersede the language in this Agreement.

## **ARTICLE XII**

### **TEMPORARY LEAVES OF ABSENCE**

A. Personal Leave Days

1. Should it be necessary for a person to be absent for urgent personal reasons, up to five (5) days per year of absence is allowed with full pay.

2. Examples of personal leave days include but are not limited to the following:

- Funeral of others not listed under B. Bereavement
- Illness of immediate family
- Marriage of administrator or family member
- Receipt of own college degree
- Other reasonable/logical situations that require personal leave.

3. The Board may allow additional absence without pay, provided a written request is made in advance to the Superintendent and proof can be established that such absence is necessary.

4. Unused personal leave days, to a maximum of five (5) days per year, from the above paragraph, may be used for sick leave days, either in the current year or become cumulative sick leave.

B. Bereavement

1. In case of absence due to death of immediate family member (parent, husband, wife, child, brother or sister), full salary shall be paid for a period through five (5) consecutive school days per incident. The maximum number of bereavement days for immediate family per year will be ten (10) days.

2. In case of absence due to death of extended family member (father-in-law or mother-in-law, whether or not residing in the immediate household), full salary shall be paid for a period of up to three (3) consecutive school days.

**ARTICLE XIII**

**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

A. The Board agrees to reimburse each administrator for three (3) credit courses up to \$1,750.00 or the actual cost, whichever is less, up to a maximum of two courses per year. The courses are to be pre-approved by the Superintendent.

1. Official confirmation in writing of successful completion of each course must be presented to the Superintendent sixty (60) days after the completion of the course or whenever released by the college.

2. Reimbursement for summer courses will apply if the administrator has a signed contract for the following year and returns in September to assume his/her duties until January 1.

3. A grade of "B" or better must be achieved to receive reimbursement for graduate credits under Sections A and B above.

B. The Board shall pay the tuition and other reasonable expenses incurred by an administrator for additional coursework required by the State or Board of Education to maintain that administrator's current assignment.

- C. The Administrators shall attend and participate in appropriate professional meetings and organizations. This participation may be at the county and state level, the reasonable expenses for said participation to be by the Board in order that the Administrator has the opportunity to continue his/her professional development. Professional membership (only) will be paid in full by the Board limited to N.J.P.S.A. and its respective national organization. Other appropriate professional memberships shall be paid by the Board with a maximum charge of \$200.00 per Administrator per year. The Administrator shall also be entitled to attend one national conference, if recommended by the Superintendent and Board approved, once every other year.

**ARTICLE XIV**  
**EXPENSES**

Reimbursement for all reasonable expenses incurred by the Administrator in the performance of his/her duties under this agreement shall be made provided the Administrator submits verification of such expenses in accordance with the policies of the Board. Any expenses in excess of \$50 shall be reimbursed only with prior approval of the Superintendent.

**ARTICLE XV**  
**MILEAGE REIMBURSEMENT**

An administrator who uses his/her personal automobile for school business shall be compensated at the rate specified under the Federal Tax Regulations for the use of a personal automobile for business purposes (as a deduction from gross income) for the calendar year for which the administrator's automobile was so used.

**ARTICLE XVI**  
**DURATION AND TERMS OF AGREEMENT**

THIS AGREEMENT shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008.

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any administrator benefit existing prior to its effective date.

THIS AGREEMENT represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement,

and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the representatives of the parties hereto have set their hands and seals to this agreement this 20th day of June 2005.

STRATFORD BOARD OF  
EDUCATION

STRATFORD ADMINISRTATORS AND  
SUPERVISORS ASSOCIATION

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James J. Camburn, President

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Carol Vita, President

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Denise DiGiandomenico, Secretary

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Michele D'Amore, Secretary

**SALARY GUIDE**

	<b><u>2005-2006</u></b>	<b><u>2006-2007</u></b>	<b><u>2007-2008</u></b>
Michele D'Amore	\$82,273	\$ 85,992	\$ 88,572
Ann Hall	\$85,747	\$ 89,623	\$ 92,312
James Vacca	\$72,821	\$ 76,113	\$ 78,396
Carol Vita	\$97,615	\$102,027	\$105,088

## **APPENDIX A - PRESCRIPTION DRUG PLAN**

ADMINISTERED BY:	Bollinger Insurance *
INSURED BY:	PCS Health Systems *
CO-PAY DEDUCTIBLE:	\$15-Brand \$ 7-Generic \$ 1-Mail Order
ORAL CONTRACEPTIVES:	Included
MAIL ORDER BENEFIT:	Supplies of up to 90 days are available through a mail order arrangement with a \$1 deductible applied.
DEPENDENT CHILDREN:	Dependent children covered to 19; 23 if a full time student.
LIMITATION:	No payment will be made for expenses incurred for: <ul style="list-style-type: none"><li>• immunization agents, biological sera, blood or blood plasma;</li><li>• experimental drugs labeled "Caution-limited by Federal Law to investigational use";</li><li>• medication which is taken or administered in whole or in part, at the place where it is dispensed or while a person is a patient in an institution which operates or allows to be operated, units premises a facility for dispensing pharmaceuticals;</li><li>• any refill dispensed more than one year from the date of a physician's order;</li><li>• more than a 34 day supply or more than 100 unit doses, whichever is greater when dispensed in any one prescription order. See mail order benefit above;</li><li>• any medication which may be obtained without charge through any public program, other than Medicaid.</li></ul>

\* The Board reserves the right to change insurance carriers provided the new carrier provides benefits equal to or better than those in existence at the time of the change. The Association shall have the right to examine any change in carriers. (Article 13, Section F)



## **APPENDIX B - DENTAL PLAN**

ADMINISTERED BY: N.J. Delta Dental Plan \*

INSURED BY: N. J.Delta Dental Plan \*

WRITTEN THROUGH: Allen Associates

DEDUCTIBLE: None

MAXIMUM BENEFITS: \$1000 payable per person, per calendar year.  
Class I - Diagnostic and General Plan pays 100% of Reasonable and Customary charges:  
a. Examinations - two within a calendar year  
b. Emergency Treatments  
c. X-rays and Lab Tests  
d. Teeth Cleaning - Prophylaxis  
e. Fluoride Treatments  
f. Space Maintainers  
Class II - Plan pays 100% of Reasonable and Customary charges:  
a. Anesthesia  
b. Restorative - fillings, recementing of inlays and crowns; crowns, inlays of gold restorations will be provided when teeth cannot be restored with other materials.  
c. Endodontics - pulp capping and root canal therapy.  
d. Periodontics - gum disease treatment and surgery.  
e. Prosthodontics - maintenance of dentures and bridges.  
f. Oral surgery and extractions.  
Class III - Plan pays 60% of Reasonable and Customary charges:  
a. Gold and Porcelain inlays.  
b. Gold foil restorations.  
c. Crowns - capping of teeth (as part of bridge).  
d. Prosthodontics - making & installing of bridges & dentures.

CHILDREN: Unmarried children until the end of the calendar year in which they turn 23.

\*The Board reserves the right to change insurance carriers provided the new carrier provides benefits equal to or better than those in existence at the time of the change. The Association shall have the right to examine any change in carriers. (Article 13, Section F)

## **APPENDIX C – HEALTH CAFETERIA PLAN OPT-OUT PROGRAM**

The Board of Education is offering to eligible administrators a plan whereby they can elect to waive coverage for medical plan benefits received through the Board of Education. This election is only available to those covered administrators who are eligible for health care coverage through another source, such as coverage as a dependent of a working spouse.

An eligible administrator who has access to medical benefit coverage from another source may receive 50% of the cost to the Board for said medical, dental, and/or prescription, any or all of each type of coverage, one-half payable on or before December 31 and one-half payable on or before June 30. If coverage is for only part of plan year due to eligibility or reasons below, payment will be pro-rated.

In the event the administrator elects to waive coverage, such waiver will be effective no earlier than the first day of the month immediately following the date of the waiver if newly employed or

July 1<sup>st</sup> if the administrator is currently enrolled in the Board of Education medical benefits plan and the administrator will not be permitted to re-enroll in the Board of Education medical benefits plan prior to the next open enrollment period. The only exception to this limited re-enrollment rule is in the event the electing administrator loses coverage under the alternative health plan as a result of:

- Termination of employment (other than due to gross misconduct)
- Reduction in Hours
- Divorce or Legal Separation
- Death
- Birth or Adoption of Child, if non-qualified under alternative plan.

In the event an administrator is no longer eligible for the alternative coverage as a result of one or more of the above, the administrator may re-enroll in the Board of Education health plan prior to an open enrollment period. In such event, the administrator must give notice of the loss of coverage and his/her election to re-enroll to the Business Administrator within sixty (60) days of the event resulting in the loss of coverage.

## APPENDIX D – AETNA HEALTH PLAN MODIFICATIONS

The following modifications to the health benefits master plan with Aetna Health Inc. have been agreed to with an effective date of July 1, 2005.

### Patriot V:

- Primary Care Physician Copay  
from \$5  
to \$10
- Out of Network Deductible  
from \$100/\$200 (single/family)  
to \$300/\$600 (single/family)

### Patriot X:

- Primary Care Physician Copay  
from \$10  
to \$20
- Out of Network -
  - Deductible  
from \$100/\$200 (single/family)  
to \$300/\$600 (single/family)
  - Coinsurance Limit  
from \$400/\$1,200 (single/family)  
to \$2,000/\$4,000 (single/family)