

AGREEMENT

NEW MILFORD BOARD OF EDUCATION

AND

NEW MILFORD ADMINISTRATORS ASSOCIATION

SCHOOL YEARS

X 1981 - 1982  
X 1982 - 1983

LIBRARY  
Institute of Management and  
Labor Relations

MAY 27 1982  
RUTGERS UNIVERSITY

TABLE OF CONTENTS

PREAMBLE

<u>ARTICLE</u>		<u>Page</u>
I	RECOGNITION	1
II	NEGOTIATIONS PROCEDURE	2
III	GRIEVANCE PROCEDURE	3
IV	SALARY PROVISIONS	6
V	HEALTH INSURANCE	7
VI	PHYSICAL EXAMINATION	8
VII	SICK LEAVE	9
VIII	TEMPORARY LEAVES OF ABSENCE	10
IX	SABBATICAL LEAVE	13
X	ACCUMULATED SICK LEAVE	14
XI	MISCELLANEOUS PROVISIONS	16
XII	SEPARABILITY	18
XIII	DURATION	19

PREAMBLE

This agreement is entered into in its entirety, by and between the New Milford Board of Education of New Milford, New Jersey, hereinafter called the "Board" and the New Milford Administrators Association, hereinafter called the "Association" pursuant to Chapter 123, Public Laws of 1968, which provides for negotiations between the Board and the Association with respect to the terms and conditions of employment.

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all administrative personnel listed below:

High School Principal  
Middle School Principal  
Elementary School Principals  
High School Vice-Principal  
Middle School Vice-Principal

ARTICLE II - NEGOTIATIONS PROCEDURE

- A. The Board and the Association agree to enter into professional negotiations no later than October 1 of each year for the purpose of concluding an agreement in accordance with Chapter 123, Public Laws of 1974, on all matters concerning the terms and conditions of employment. Any agreement so negotiated shall apply to all employees listed in ARTICLE I, be reduced to writing, and be signed by the Board and the Association.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- 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.
- D. In the event that the contract under negotiations is not agreed to by the start of the new contract year, the existing contract will continue in effect. Upon reaching an agreement for a new contract, terms and conditions will be retroactive to the start of the new contract year.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITIONS:

A grievance shall mean that administrators or a representative of administrators may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

A grievance to be considered under this procedure must be initiated in writing, within forty-five (45) school days from time when the employee knew or should have known of its occurrence.

B. PROCEDURE

1. Level One:

The administrator with a grievance shall first discuss it with his immediate superior, with the objective of resolving the matter informally.

2. Level Two:

If, within seven (7) school days thereafter, a problem remains unsolved, the grievant shall set forth his grievance in writing to his immediate superior stating:

- a. The date of the occurrence that caused the grievance.
- b. The nature of the grievance and specific request for resolution.
- c. The nature of the loss, injury or inconvenience.

The superior shall communicate his decision to the grievant in writing within five (5) school days of receipt of the written complaint.

Grievance Procedure

3. Level Three:

The grievant may appeal the immediate superior's decision to the Superintendent of Schools or the Board of Education, whichever level applies. The appeal must be made in writing and must set forth the grounds upon which the grievance is based. It should also contain copies of all material relating to the previous actions taken on it. The Superintendent or the Board, whichever level is applicable, shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days.

4. Level Four:

If level three was on the Superintendent's level, the grievant may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board.

The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant, and present a decision in writing to the grievant, with copies to the Association within fifteen (15) school days.

C. Failure at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step, within the same time limit prescribed for a decision, shall be deemed to be acceptance of the decision rendered at that step.

Grievance Procedure

- D. In the case of a grievance affecting a group or class of employees, the person or persons involved may submit such grievance to the Superintendent of Schools and follow the procedures starting with Level One.
- E. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, located in the Board of Education Office and shall not be kept in the personal file of any of the participants. Such file shall only be accessible to the Superintendent and the grievant.
- F. All meetings and hearings under this procedure shall be held in private, unless the grievant specifically requests a public hearing.



ARTICLE IV - SALARY PROVISIONS

- A. The lowest paid elementary principal shall receive a salary adjustment prior to his percentage increase in order to equalize his salary to the other elementary principal's salary.
- B. All certificated principals and vice principals who work 10½ months shall receive an increase of 8.5% in each year of the contract based on the prior year's salary.
- C. All certificated principals and vice principals who work 12 months shall receive an increase of 9.5% in each year of the contract based on the prior year's salary.

ARTICLE V - HEALTH INSURANCE

The Board of Education shall provide health care insurance protection as follows:

- A. Blue Cross and Blue Shield
- B. Rider J
- C. Major Medical
- D. Dental
- E. Prescription Drug Plan (effective 2/1/83, details to be developed later)

The Board shall pay the full premium of each administrator's individual coverage and in cases where such plans exist, full premium for family plan coverage.

ARTICLE VI - PHYSICAL EXAMINATION

Each administrator shall be entitled to obtain a complete physical examination, at a cost not to exceed \$200.00 per person annually. The cost is to be borne by the Board.

Said examination is to be performed by a physician of the administrator's choice, with the approval of the Superintendent. The results of the physical shall be discussed by the administrator with the Superintendent upon request.

ARTICLE VII - SICK LEAVE

- A. All administrators employed shall be entitled to ten and one-half (10½) sick days each school year if employed on a ten and one-half month contract and twelve (12) sick days each year if employed on a twelve month contract. When an administrator is working for less than a full contractual year (10½ or 12 months), the number of sick days will be prorated accordingly.
- B. Sick leave accumulated prior to formulation of this contract shall remain in full force.
- C. Unused sick leave shall be accumulated from year to year with no maximum limit.
- D. Non-accumulative additional sick leave benefit may be allowed to administrators upon approval by the Board in each individual case.

ARTICLE VIII - TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the school year, administrators shall be entitled to the following temporary leaves of absence as follows:

1. Death in the immediate family

Leave with pay following death in the immediate family (wife, husband, son, daughter, mother, father, sister, brother, grandparents) shall be fixed from the date of death until one day beyond the date of burial inclusive. If it is found necessary to exceed the time allotted above, the Superintendent may grant additional time, not to exceed two (2) days at full pay.

2. Death of other relatives

In case of the death of any relative not listed in Part 1, above, the staff member shall be granted a one (1) working day leave of absence, without loss of pay, to attend the funeral.

3. Legal Process

Time necessary for appearances in any legal proceeding connected with the administrator's employment or in any other legal proceeding that the administrator is required by law to attend.

4. Other Leaves

Leave up to two (2) days with pay for personal emergencies (illness in the immediate family, religious holidays and other personal business) shall be granted with pay by the Superintendent of Schools.

Temporary Leaves of Absence

5. Up to twenty-one (21) calendar days necessary for persons called into involuntary temporary active duty of any unit of the U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An administrator shall be paid his regular pay in addition to any pay which he received from the federal or state government.
6. Time may be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature and where such attendance shall be pertinent to areas of study; time may be granted for two (2) representatives of the Association to attend conferences and conventions of state and national affiliated organizations. The time mentioned in this paragraph (6) shall be deemed professional time and shall be at the recommendation of the Superintendent.
7. Leaves of absence not covered by any of the preceding paragraphs, but which are sanctioned by the Superintendent, shall be granted with the stipulation that the administrator shall forfeit 1/200 of his base salary.
8. Any administrator requesting leave under this article shall be given the proper forms to fill out.

Temporary Leaves of Absence

- B. Leave taken pursuant to Section A shall be allowed with the following stipulations:
1. It shall be in addition to any sick leave to which the administrator is entitled.
  2. No leave shall be permitted the day prior to, nor the day following, a school holiday or holiday weekend, except at the discretion of the Superintendent.
  3. Except in cases of emergency, all requests for leave shall be in writing stating the reason for the request. After approval by the Superintendent, the request shall be filed in his office. In emergency cases, the leave form will be completed upon return to work.
  4. Leave under Article VIII shall not be cumulative.

ARTICLE IX - SABBATICAL LEAVE

The Board of Education will deal with sabbatical leaves for administrators on an individual basis as the need arises and to fit particular needs.

Applications shall be made in writing to the Superintendent no later than January 15th, for the subsequent year.

Each applicant shall be notified in writing by the Superintendent no later than April 1st of the decision concerning his application. The sabbatical leave shall commence on the first day of the contract year and shall terminate on the last day of the contract year.

An administrator shall enjoy all rights and privileges during his sabbatical as if he were in full employ as an administrator.



ARTICLE X - ACCUMULATED SICK LEAVE

A. Qualifications

1. The Administrator must have been:
  - a. Actively employed in the teaching profession in a fully certified capacity at least fifteen (15) years prior to the effective date of retirement.
  - b. Actively employed in a full-time, fully certified capacity in the New Milford Public School system at least ten (10) of the fifteen (15) years immediately prior to the effective date of retirement.
2. The Administrator must notify the Superintendent of Schools, in writing, of his/her intention to retire. This notification must be received by the Superintendent at least ten (10) months prior to the effective date of retirement.
3. Retirement before age fifty-five (55), and retirement after age sixty-four (64) will not qualify for any benefit provided for in this article.

B. Calculation of Benefit

The amount of the sick leave benefit shall be determined by the sick leave time balance at the effective date of retirement, accumulated since the beginning date of employment, but not earlier than September 1, 1954, times \$30.00 for the first 100 days of accumulated sick leave. The accumulated sick leave in excess of the first 100 days shall be multiplied by \$40.00 per sick leave day. The total sick leave benefit shall not exceed \$6,000.00.

Accumulated Sick Leave

C. Payment of Benefit

The Accumulated Sick Leave Compensation shall be payable in a lump sum or in ten (10) equal monthly payments in the school year starting September 1st following retirement, at the option of the administrator, and subject to any applicable Federal or State law or regulations.

ARTICLE XI - MISCELLANEOUS PROVISIONS

- A. The High School and Middle School Principals' contract will be a twelve-month contract with four weeks vacation (22 working days), to be taken as the need of the school permits.
- B. The High School and the Middle School Vice-Principals' contract will be a twelve-month contract with four weeks vacation (22 working days), to be taken as the need of the school permits.
- C. The Elementary Principals' contracts will be a ten and one-half month contract from August 15th through June 30th.
- D. The Board will pay the cost of memberships for each Administrator in the County, State, and National Principals' Association exclusive of NJEA, NEA and BCEA dues.
- E. All days that school is closed as per the student calendar, adopted by the Board of Education, shall be extended to members of this Association. The Superintendent may require principals and vice-principals to work on these recess days established by the student calendar.
- F. Administrators shall receive \$100.00 per school year as a mileage allowance for attending school meetings and other functions deemed appropriate by the Superintendent. The decision on appropriateness will rest solely with the Superintendent.
- G. Privileges, such as dues deduction, annuity deductions and the summer savings plan previously granted to administrators will continue in effect the same as prior to this agreement.

Miscellaneous Provisions

- H. With respect to matters not covered by agreement, between the Board of Education and the Association, the Board of Education agrees that it will make no changes in time and conditions of employment without prior consultation with the Administrators' Association. The decision of the Board will be final in any event and not be subject to the grievance procedure as previously stated.

ARTICLE XII - SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any Principal is held invalid by operation of law or by a court or competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIII - DURATION

- A. The provisions of the agreement shall be effective as of July 1, 1981 and shall remain in full force and effect until June 30, 1983 subject to the right of the Board and the Association to negotiate for a modification of the agreement.
- B. Attested to on this First day of December, 1981.

The School District of New Milford, New Jersey

By:   
Alfred V. Mitchell  
President of the Board of Education

By:   
Donald W. Rickert  
Secretary of the Board of Education

The New Milford Administrators Association

By:   
Daniel P. Shockloss, President

By:   
Robert E. Piela, Secretary

