

**AGREEMENT BETWEEN
THE SOUTH AMBOY BOARD
AND
THE SOUTH AMBOY ADMINISTRATORS' ASSOCIATION**

JULY 1, 2011– JUNE 30, 2014

PREAMBLE

This Agreement is entered into, by and between the Board of Education, South Amboy, N.J., hereinafter called the "Board" and the South Amboy Administrators' Association, hereinafter called the "Association."

WITNESSETH

In consideration of the following mutual covenants, it is hereby agreed by the parties as follows:

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive representative of the Director of Education, Principals; Vice Principals, Vice-Principal/Athletic Director, and the Director of Special Services.

ARTICLE II - ADMINISTRATORS AND BOARD RIGHTS

- A. The Board and the Administrators agree to abide by Chapter 123, N.J. Statutes 1974.
- B. Nothing contained herein shall be construed to deny or restrict to any Administrator or Board such rights as they may have under New Jersey School laws and regulations. The rights granted to Administrators and Board herein shall be deemed to be in addition to those provided in law.
- C. Whenever any Administrator is required to appear before the Board or any committee or member thereof concerning any charge or inquiry into a matter which could adversely affect the continuation of the Administrator in his/her office, position, or employment or salary of any increments pertaining thereto, he/she shall be given prior written notice of at least one business day the reasons for such meeting or interview and shall be entitled to have a designated representative of the Association of the New Jersey Principal and Supervisors Association present to advise his/her and represent him/her during such meeting or interview.
- D. No Administrator shall be prevented from wearing pins or other identification of membership in this association or its affiliates.
- E. The Association agrees and recognizes that the Board reserves to itself sole jurisdiction and rights, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to hire, assign, promote, transfer, and direct employees (up to and including discharge), to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by an Administrator of the South Amboy Administrators' Association (hereinafter "Administrator") concerning only the terms and conditions of employment set forth in the collective bargaining agreement, and the interpretation, application or violation of policies, agreements, and administration actions that affect the terms and conditions of employment including disciplinary determinations. A complaint will not be processed as a grievance under this procedure if it does not qualify as a "grievance."

Terms and Conditions of Employment shall mean those matters which affect the work and welfare of Administrators.

Discipline shall include all forms of discipline, except tenure charges filed pursuant to N.J.S.A. 18A:6-10 et seq., or the withholding of increments pursuant to N.J.S.A. 18A:29-14.

B. Purpose

The purpose of this procedure is to facilitate the resolution of grievances by Administrators in a fair and efficient manner.

C. Procedure

1. In order for a grievance to be considered under this procedure, it must be initiated by the Administrator within ten (10) calendar days of its occurrence or within ten (10) **school** days after the Administrator would reasonably be expected to know of its occurrence.
2. Any Administrator who has a grievance shall first discuss it with the Superintendent of Schools in an attempt to resolve the matter informally. The Superintendent shall render a decision in writing within five (5) school days from the date of the discussion.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the Administrator, he may request non-binding mediation. The request shall be in writing and filed with the Business Administrator no later than ten (10) school days following the date that the decision is rendered by the Superintendent. The request for mediation shall specify the following:
 - A. the nature of the grievance by article and section of the contract;
 - B. the nature and extent of the injury, loss, or inconvenience;
 - C. the relief sought by the aggrieved; and
 - D. the date of occurrence.

The mediator will be assigned through the Public Employment Relations Commission and agreed to by both parties.

The parties shall be responsible for all costs incurred by each and only the fee and expense, if any, of the mediator shall be shared equally by each party.

4. If the grievance concerns the imposition of reprimands and discipline, and the Administrator is dissatisfied with the decision of the Superintendent, he may request a review by the Board. The request shall be submitted in writing within ten (10) school days through the Board Secretary/Business Administrator, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall hold a hearing with the Administrator if requested, and render a decision in writing within thirty (30) calendar days.
5. In no event shall a professional improvement plan developed within the criteria of Board policy be deemed disciplinary.
6. If the Administrator is dissatisfied with the decision of the Board or dissatisfied with non-binding mediation, or chooses not to pursue non-binding mediation, he may request the appointment of an arbitrator in accordance with N.J.S.A. 34:13A-29. Such request shall be made known to the Superintendent within ten (10) school days after the written decision of the Board is rendered.

Arbitration Procedure

1. A request will be made to the P.E.R.C. to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties will then be bound by the rules of the P.E.R.C.
2. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing nor subtract anything from this Agreement, between the parties or any policy of the Board. The decision of the arbitrator shall be binding upon the parties. The decision of the arbitrator shall be rendered within thirty (30) days of the completion of the arbitration hearings.
3. Grievances based on past practices shall be limited to advisory arbitration. Any grievance based on past practice shall include the factual basis for which it is made including the names, dates, and circumstances which support the past practice or allegation:
4. The parties shall be responsible for all costs incurred by each and only the fee and expense, if any, of the arbitrator shall be shared equally by each party.
5. Any party to the arbitration proceedings may be represented by himself or by a representative at all stages of the grievance procedure.
6. 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.

7. 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, heretofore referred to in this Article.
8. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

Miscellaneous

An Administrator shall continue to perform all assigned duties before and during any initiated grievance procedure.

Any grievance not filed within the prescribed time limits shall be waived and not considered.

Proof of filing a grievance must be demonstrated by a date-stamped filed copy of the written grievance by the Board Secretary or his/her designee.

ARTICLE IV – SALARY GUIDE

Each Administrator will receive a 1.75 percent raise for each of the three years covered by this contract.

LONGEVITY: The Longevity amounts below reflect the amounts agreed upon in the three year contract prior to the present one. Each administrator received the following longevity payment for service in the district with a 1% increase for each year of the contract. The longevity amount as of June 30, 2011 will remain frozen and in place but not increase by 1% for the duration of this contract.

5 years	\$ 750
10 years	\$ 1,000
15 years	\$ 1,500
20 years	\$ 2,500
25 years	\$ 4,500
30 years	\$ 7,000

Longevity shall be achieved on the Administrator’s anniversary date of employment.

ARTICLE V - PAY DAYS

The usual dates for salary payments will be the 15th and 30th of each month. February’s second payment will be the last school day of that month. When a pay day falls during a school holiday, or weekend, Administrators shall receive their pay checks on the last previous working day.

ARTICLE VI - SUMMER SAVINGS

The Board agrees to deduct ten percent (10%) of each Administrator’s pay as authorized by the individual Administrator and transmit such monies monthly to the Amboy National Bank for

deposit into the interest bearing account of the individual Administrator. The arrangements for the interest bearing accounts shall be the responsibility of the Association. Administrators must notify the Board, by authorization card of their desire to have the ten percent (10%) deduction prior to July 1 of each school year. The decision of the Administrator to have ten percent (10%) deducted is final and cannot be changed during the school year.

ARTICLE VII - PROMOTIONS

All vacancies in promotional positions including those caused by the creation of new positions shall be posted in each school building as soon as the Board determines that a vacancy exists or a position is created.

ARTICLE VIII - SERVICE INCREMENTS

Service increments and/or adjustments are not automatic and may be withheld by the Board.

ARTICLE IX - SEVERANCE PAY/RETIREMENT

- A. With one (1) years notice of retirement, the Administrators will be entitled to receive 100 percent of their per diem rate of salary of their last year of employment for each day of accumulated, unused sick days, except that the total cash settlement cannot exceed \$15,000 for the 2011-2012, 2012-2013 and 2013-2014 school years. In case of illness, accident, or emergency the one (1) year notice shall be waived. The severance will be paid on 7/15 after the school year the retirement occurs. This payment may be paid in two (2) payments if so requested.

- B. Pursuant to the authority provided by N.J.S.A. 18A:18A-3.4 and N.J.S.A. 18A:16-9, the Board agrees to assume the cost of continued health care coverage and to pay all of the premiums for the Administrator including the premiums for his/her dependents, if any; if:
(a) he/she retires from the South Amboy School District after 25 years or more service,
(b) he/she has accumulated at least one hundred (100) unused sick days and/or personal days during the course of his/her employment with the Board; (c) he/she returns 100 unused sick days to the Board so that he/she will not receive payment pursuant to Paragraph A of Article IX above; and (d) he/she submits a written statement of his/her intention to retire at least one (1) year prior to the intended date of retirement. However, this paragraph shall not apply, and the Board may not assume such costs and pay such premiums, if the Administrator is eligible for and elects at the time of retirement to take State-paid coverage under the State Health Benefits Program.

ARTICLE X - SICK LEAVE

- A. All Administrators under contract covered by this Agreement shall be entitled to sick leave with pay for fourteen (14) days each year, these days shall be cumulative from year to year without limitation. If any Administrator who has sick days accumulated from a previous year uses more than fourteen (14) days in a given year, those days will be deducted from the current year's fourteen (14) sick days before deductions are made from the accumulation of previous years.

- B. Administrators under contract who have exhausted accumulated sick leave may be granted additional sick leave days at full or partial pay as determined by the Board on a case by case basis and consistent with N.J.S.A. 18A:30-6.
- C. In cases of extended or frequent illness, the Superintendent may, at his discretion, require the Administrator to present a doctor's certificate prior to return to duties.
- D. Unused personal leave days shall be accumulated as sick leave at the end of each school year. These days will be applied toward the bank of days needed for benefits at retirement.

ARTICLE XI - BEREAVEMENT

- A. Five (5) days leave per occurrence in the case of death of father, mother, sister, brother, husband, wife, domestic partner, son, daughter, partner in a civil union an dependent for whom the employee is the legal guardian except in the event that services are attended out of state, in which case up to two (2) additional days leave may be granted by the Superintendent in his/her discretion. Denial of such request shall be non-arbitral. Special circumstances may be considered by the Superintendent.
- B. Three (3) day leave per occurrence in the case of death of father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, grandmother, grandfather, except in the event that services are attended out of state, in which case up to two (2) additional days leave may be requested of the Superintendent. Denial of such request shall be non-arbitral. Special circumstances may be considered by the Superintendent.
- C. One (1) day leave per occurrence in each school year in the case of death of uncle, aunt, sister-in-law, brother-in-law, nephew, niece, parallel family member, or a related family member of the household for the purpose of attending funeral services. In the event that services are attended out of state, in which case up to two (2) additional days leave may be requested of the Superintendent. Denial of such request shall be non-arbitral. Special circumstances may be considered by the Superintendent.

ARTICLE XII - EXTENDED UNPAID LEAVE OF ABSENCE

Leave of Absence without pay up to one (1) year may be granted by the Board at its discretion upon application in writing to the Superintendent.

ARTICLE XIII - MILITARY LEAVE OF ABSENCE

Except as otherwise required by law, a leave of absence shall be granted without pay to any Administrator under contract who is inducted into the Armed Forces of the United States. Leave of Absence in the case of induction shall be for the period of said induction. Upon return from leave granted for any of the above stated reasons, an Administrator shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided however, that the time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure and provided the Administrator returns at the time of termination of leave unless otherwise approved by the Superintendent. Administrators not returning at the time of

termination of leave unless otherwise approved by the Superintendent, forfeit" all rights and claims to employment and benefits in the South Amboy School System.

ARTICLE XIV - FAMILY LEAVE

The Administrators shall be entitled to two days paid leave due to the illness of an immediate family member. Unused family leave days shall be paid at the following rate of pay at the end of the school year: If two (2) days are not used, the employee shall be paid for (1) day; if one (1) day is not used, the employee shall be paid for one-half (1/2) day.

ARTICLE XV - PERSONAL LEAVE

- A. The Administrators shall be entitled to three (3) days leave in each school year for personal reasons. If a request is made for a personal day before or after a holiday, a reason will be provided. The Superintendent, in his discretion, may deny a request for personal leave before or after a holiday and when such absence adversely affects the district.
- B. Unused personal leave days shall be accumulated as sick leave at the end of each school year. These days will be applied toward the bank of days needed for benefits at retirement.

ARTICLE XVI -- MATERNITY LEAVE

A leave of absence due to temporary disability resulting from the birth of a child shall be considered maternity leave. The Board shall treat a disability leave of absence due to childbirth the same way in which it treats all other disability leaves of absence. An employee may use accumulated, unused sick days during a period of disability leave due to childbirth provided appropriate medical documentation is provided to the Board.

An employee may be granted an unpaid child rearing leave for a period not to exceed one year upon application by the employee. An employee may apply for additional unpaid child rearing leave which may or may not be granted in the sole discretion of the Board. The Board shall treat an unpaid leave of absence for child rearing purposes the same way in which it treats all other unpaid leaves of absence.

Application for maternity leave and child rearing leave shall be made to the Board through the office of the Superintendent of Schools.

ARTICLE XVII - SABBATICAL LEAVE

Sabbatical Leave may be granted to an Administrator by the Board for reason of value to the school system as determined by the Board subject to the following conditions:

- A. Sabbatical Leave may be granted to one (1) Administrator at any time;
- B. Request for Sabbatical Leave must be received by the Superintendent in writing, no later than February 1st, prior to the academic year in which the Leave is to be taken. The

Board will reply to applicant's request for Sabbatical Leave before April 1st of that same year;

- C. Sabbatical Leave may be granted only to Administrators who will matriculate for graduate credit at an accredited institution;
- D. The Administrator requesting Sabbatical Leave must have completed at least seven (7) full academic years of service as an Administrator in the South Amboy Public School District and for subsequent sabbaticals must have completed at least seven (7) full academic years of service in the South Amboy Public School District from the time of return from the previous sabbatical;
- E. An Administrator on sabbatical leave for one (1) year will be paid seventy-five percent (75%) of contractual salary;
- F. An Administrator must agree, as a condition for sabbatical leave, to remain in the employ of the South Amboy School District for a period of two (2) years after completion of said sabbatical leave.

ARTICLE XVIII- PROFESSIONAL DEVELOPMENT

- A. The Board agrees to pay the full cost of registration tuition, and other reasonable expenses incurred by the Administrator in connection with any courses, workshops, seminars, conferences, or in-service training sessions which the Administrator is specifically requested to take by virtue of direction of the Board or of the Superintendent, of Schools. A request may be initiated by the Administrators.
- B. The Board agrees to pay \$400 per graduate course in an approved program at an accredited institution, which will be applicable toward the expense of the required course textbooks. A receipt for the textbook must be left with the Superintendent before reimbursement may be approved by the Board.
- C. Employees under contract shall be entitled to two (2) days of leave for purpose of visiting other schools, attending meetings or conferences of an educational nature or for attending special meetings in connection with an educational program previously approved by the Superintendent of Schools. Such leaves will be with full pay and are non-accumulative.
- D. Two Administrators per year shall be allowed to attend their convention/educational conference of the respective professional organizations provided that the number of Administrators out of district does not exceed 50 percent (50%) in one building. The Board shall require the following: (For the 2011-2014 contract \$500.00 from these funds will be added to each administrator's base pay. The remainder of the money will be frozen for the duration of this contract.)
 - 1. Expenses shall not exceed \$2,700 per person;
 - 2. The Administrator shall give a report to the Superintendent and the Administrative Team;

3. The Administrator shall give the Board a report at one of its meetings; and
 4. The Administrator shall use information obtained for in-service training for teachers, where applicable.
- E. All full-time certified staff members shall be eligible to receive reimbursement of tuition costs for courses taken in a state college or university pursuant to the following provisions. :

For the duration of this contract, tuition reimbursement will be frozen; thus, Administrators will not be eligible for reimbursement.

1. Courses must be approved in advance by the Superintendent or designee.
2. Administrators shall be eligible for the reimbursement at the rate of \$400 per credit up to nine (9) credits per year.
3. A total yearly cap of \$9,250 shall apply to reimbursement paid to certified staff.
4. All reimbursement paperwork shall be submitted to the Board office by June 15th. One reimbursement check will be issued.

ARTICLE XIX - VACATION

Each Administrator shall be entitled to 23 vacation days per year. Administrators may carry over three days from one school year to the next; however, they may not accrue more than 26 in any school year. The Superintendent will determine when the vacation time may be taken. The Superintendent will be fair and equitable.

ARTICLE XX - TRAVEL EXPENSES

All Administrators shall be reimbursed for travel expenses only in accordance with N.J.S.A. 18A:11-12 when using their personal vehicles for school business.

ARTICLE XXI - PROTECTION OF ADMINISTRATORS' PROPERTY

- A. Administrators shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety as determined by the Superintendent.
- B. Any complaints made against an Administrator by parents, pupils, teachers, or patrons of the public schools shall be immediately brought to the attention of the Administrator(s) involved if the Superintendent or Board plans to record such complaint or take any remedial or disciplinary action as a result of the complaint.

ARTICLE XXII - INSURANCE

The Board will continue to provide insurance coverage at the current level or will provide comparable or equal coverage. In the event that the South Amboy Education Association agrees to alter its coverage, the Administrators' Association agrees to accept parity for this Article.

ARTICLE XXIII - REPRESENTATION FEE

- A. If an Administrator does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30) which is covered, in whole or in part, by this Agreement, said Administrator will be required to pay a representation fee to the Association to offset the Administrator's per capita cost of services rendered by the Association as majority representative.
- B. Prior to the beginning of each membership year, the Association will notify the Board in writing, of the amount of the regular membership dues, initiation fee and assessment charges by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will not exceed 85% of that amount or the maximum permitted by law, if less.
- C. Once during each membership year covered, in whole or in part, by this Agreement, the Association will submit to the Board a list of those employees who have not become current members of the Association for the then current membership. The Board will deduct from the salaries of such employees, in accordance with Section D below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
- D. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question or until the employee terminates. The deduction will begin with the first paycheck paid—
 - a) 10 days after the receipt of the aforesaid list by the Board, or
 - b) 30 days after the Administrator begins his/her employment in a Bargaining Unit position.
- E. Except as otherwise provided in this Article, the mechanics for the deductions of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- F. The Association will notify the Board, in writing, of any change in the list provided for in Paragraph C above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.
- G. The Association agrees to maintain a valid "demand and return" system and to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with any of the provisions of this Article, provided the Board gives the Association timely notice, in writing, of any claim, demand, suit or other form of liability arising out of the implementation of this Article. This indemnification shall include all legal costs.

- H. All Employees shall be permitted' to utilize automatic payroll deductions for participation in a credit union. This participation shall be for either savings, loan repayment or the purchase of Savings Bonds. Deductions shall be made monthly. Monies deducted, together with records of any corrections shall be transmitted to the Treasurer of the Credit Union by the 30th of each month in which deductions are made. Any employee may have deductions started or discontinued at any time upon a thirty (30) day written notice to the Board Secretary/Business Administrator.
- I. The Association and its members shall have the right to utilize Automatic Payroll Deductions for participation in a Tax Sheltered Annuity program.
- J. All employees shall be permitted to utilize the Automatic Payroll Deduction for electronic transfer of funds. Monies shall be transferred to the employee's banking institution no later than the close of business the same day. If the bank selected by the employee cannot or will not accept the distributions, the Board will not be in violation of this provision.
- K. All employees may individually elect to have any percent of their monthly salary deducted from their pay, These funds shall be paid to the staff member on the final workday in June or deposited monthly into an account of their bank or credit union. The Board shall provide an authorization form to be completed by each participating employee. Once the percentage or dollar amount has been elected, and the repository for these funds has been chosen, there can be no changes made for the duration of the current school year.

ARTICLE XXIV- MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes the understanding between the Board and the Administrators on the articles contained in the Agreement. Both the Board and Administrators agree to carry out the commitments contained herein.
- B. Any article or any part therefore contained in this Agreement that is contrary to any law, Commissioner's ruling, or any condition beyond the control of the Board will be considered null and void; but, other provisions or applications shall continue in full force and effect.
- C. Whenever any notice is required to be given by either of the parties concerning this Agreement, the party concerned shall do so by letter at the following addresses:
 - 1. If by the Administrators' Association: to the Board, at 240 John Street, South Amboy, NJ 08879.
 - 2. If by the Board: to the Administrators' Association, at 240 John Street, South Amboy, NJ 08879.
- D. Dues: The Board of Education will provide coverage for dues for ASCD, PSA and other professional agencies as approved by the Superintendent

E. Board of Education Meeting Minutes:

All administrators will be provided minutes of all Board of Education meetings within three (3) business days after board approval of minutes.

ARTICLE XV – DURATION

This Agreement shall be in effect as of July 1, 2011 and shall be in effect until June 30, 2014. This Agreement shall not be extended orally.

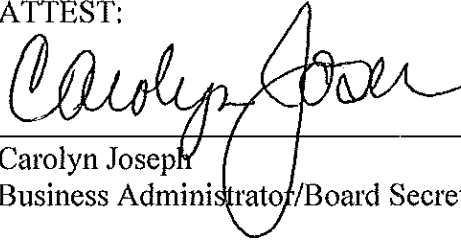
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries as follows:



Cindy Zammit
President
South Amboy Board of Education

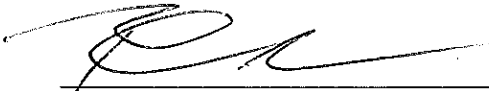
9/21/11
Date

ATTEST:



Carolyn Joseph
Business Administrator/Board Secretary

9/28/11
Date



Dr. Patrick McCabe
President
South Amboy Administrators' Association

9/22/11
Date