

Agreement Between
Carteret Administrators'
Association
And
Carteret Board of Education

July 1, 2006 through

June 30, 2009

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PREAMBLE

This Agreement is entered into this 1st day of July, ~~2005~~2006, by and between the Board of Education of the Borough of Carteret, hereinafter referred to as the "Board", and the Carteret Administrators' Association, hereinafter referred to as the "Association".

ARTICLE I

Recognition

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for all matters for the following full time administrative personnel:

Principal

Assistant Principal/Vice Principal

~~Director of Athletics/Supervisor of PE K-12~~

~~Director of Student Personal Services K-12~~

~~Director of Special Services~~

~~Director of District Programs/Testing~~

~~District Supervisors~~

District Directors

District Managers

Supervisor of Buildings and Grounds

Manager of Information Technology

Network Administrator

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. PROCEDURE

The parties agree to enter into collective negotiations over a successor A agreement in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment of all supervisory employees.

B. MODIFICATION

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.

C. PENDENCY OF A SUCCESSOR AGREEMENT

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated in ARTICLE XVIII, unless a successor Agreement is incomplete or otherwise not agreed upon, in which case this Agreement shall be extended and controlling.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The Board agrees to make available for inspection and examination to the Association, in response to reasonable requests from time to time, all available public information concerning the educational programs and financial resources of the district.

B. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings with written Superintendent approval.

C. USE OF SCHOOL EQUIPMENT

The Association shall have the right to use school-owned facilities and equipment with written Superintendent approval.

D. MAIL FACILITIES AND MAIL BOXES

The Association shall have the right to use the school mail boxes in each building. The materials placed in such boxes shall be clearly identified as Association material.

E. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representatives, as set forth in this agreement, shall be granted only to the Association as the exclusive representative of the administrative employees, and to no other representative organizations.

F. MUTUALLY SCHEDULED PROCEEDINGS

Whenever an administrative representative of the Association and the Board mutually schedule participation during working hours in negotiations or other matters, the Association representative shall suffer no loss of pay.

G. JOB DESCRIPTIONS

Job descriptions provided by the BOE shall reflect the supervised title only. All significant job description changes are to be reported by Superintendent to the BOE at a public meeting. The affected member(s) and or Association are to receive the changes in writing. A stipend request may be submitted to Superintendent for discussion with the Board for additional work associated with the above mentioned changes of working conditions. A written response from the ~~BOE~~ Superintendent must follow within a timely manner.

ARTICLE IV Continued**C. PROFESSIONAL RELATIONSHIPS**

The parties further acknowledge that this Agreement has been negotiated with the objective of setting forth mutual rights, obligations and responsibilities. The parties further agree that in all aspects of their relationships they shall comply with all appropriate laws and recognized standards of professional conduct and professional relationships. There shall be no discrimination by the Board against any officer of the Association for any legal activity in carrying out that office.

D. RESOLUTION OF DISPUTES

The Board acknowledges that it shall fully comply with all the obligations and responsibilities imposed upon it by this Agreement and shall take no action nor conduct any activities which shall impair the operation of this Agreement.

class=Section6>

ARTICLE V

EMPLOYMENT PROCEDURES

A. PLACEMENT ON SALARY SCHEDULE

Each administrator shall be placed on the proper step of the salary ~~schedule~~ guide. Any administrator employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. NOTICE OF CONTRACT

All administrators shall be notified of their contract and salary status, if available for the ensuing year, as established by N.J.S.A. 18A:27-10. ~~no later than April 30.~~

C. NOTICE OF ASSIGNMENT

The Board shall, to the extent possible, prior to the close of school in June, notify an administrative staff member of his/her building(s) assignment for the next school year. Such notification shall confer no vested interest in such assignment nor shall it any way restrict or limit the Board from exercising managerial prerogatives relative to transfers.

D. TENURE

Tenure rights shall be acquired for all administrators shall follow State Statue NJ 18A:28-5 and 18A:28-6.

class=Section7>

ARTICLE VI

PROMOTION AND VACANCIES

A. VACANCIES

The Superintendent shall provide written notice of vacancies (or all administrative positions) to the President of the Association or designees.

All possible openings of a CAA position must be first offered to the CAA personnel before being offered to a CEA staff member.

class=Section8>

ARTICLE VII

EVALUATION

A. GENERAL CRITERIA

The primary purpose of an evaluation process for school administrators is to improve the instructional program in the district and to foster professional growth of the individual administrator. If successful this program improvement can be translated into increased learning opportunities for the children enrolled in the Carteret Public Schools.

B. PROCEDURE

Evaluation is an on-going process. At the beginning of the school year (no later than October 1 for ten-month employees and September 1 for eleven or twelve-month employees), a conference between the administrator and his or her evaluator will be conducted, the purpose being to establish specific short-term goals for the year in terms of performance expected. Progress and achievement of goals will be monitored. "

In March the administrator will conduct a self-evaluation of his or her achievements and performance for the evaluation period.

Evaluation reports shall, where weaknesses are noted, include suggestions for measures the administrator may take to improve his or her performance.

At the conclusion of the school year, a conference between the administrator and his/her evaluator will be conducted for the purpose of the final evaluation and the establishment of professional goals/building goals.

Upon completion of the evaluation, a copy of the report will be given to the administrator and a second copy forwarded to the Superintendent for review and inclusion in the administrators personnel file.

C. PERSONNEL RECORDS

1. File

Administrators shall have the right, upon request, to review the contents of their personnel file with appropriate supervision and to receive copies at their own expense of any documents contained therein, and shall be entitled to have a representative of the Association accompany them during the review.

ARTICLE VII continued

2. Derogatory Material

No material derogatory to an administrator's conduct, service, character or personality shall be

placed in the administrator's personnel file unless the administrator has had an opportunity to review the material. Administrators shall acknowledge that they have had the opportunity to review such material by affixing their signature to the copy ,to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Administrators shall also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent or his designee and attached to the file copy within five (5) working days.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the administrator's inspection.

4 Termination of Employment

Final evaluation of an administrator upon termination of employment shall be concluded prior to severance and no documents and/or materials shall be placed in the personnel file of such administrator after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE VIII

SABBATICAL LEAVE

A. SABBATICAL LEAVE

On the recommendation of the Superintendent, the Board may permit members of the administrative staff to take a Sabbatical Leave for the purpose of self-improvement and benefit to the school system through full-time study in the field of administration.

Such leaves shall be based on the semester calendar of the Carteret School System and may not exceed two (2) successive semesters.

Request for Sabbatical Leave must be received by the Superintendent no later than December 1, and action shall be taken on such request no later than April 1 of the school year preceding the school year for which the Sabbatical Leave is requested.

To be eligible for such leave, the administrator must have completed at least seven (7) full consecutive school years of service in the Carteret School District. An administrator may receive only one (1) Sabbatical Leave (either one semester or two successive semesters) during the administrator's employment.

An administrator on Sabbatical Leave shall be paid fifty (50%) percent of the salary rate which the administrator would have received if the administrator remained on active duty. However, such salary shall be reduced by any figure which, when added to any stipend, grant, earnings or other remuneration that may be received from any source, would exceed the administrator's regular salary during such period of absence.

Upon return from Sabbatical Leave, an administrator shall be placed on the salary schedule at the level which the administrator would have achieved had the administrator remained actively employed in the system during the period of absence. The administrator shall serve the district for two (2) consecutive school years. If these two (2) school years are not served, the administrator will be required to pay back district monies received for the Sabbatical Leave.

class=Section9>

ARTICLE IX

A. ASSOCIATION PAYROLL DUES DEDUCTION

The Board agrees to deduct, from the salaries of its administrators, association dues.

B. CERTIFICATION OF DUES

The administrative associations shall certify to the Board, in writing, by September 1 of each year, the current rate of its membership dues.

C. ADDITIONAL AUTHORIZATIONS

Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

D. PROCEDURE FOR WITHDRAWAL

The filing of notice of an administrator's withdrawal shall be prior to July 1 or January 1 and becomes effective to halt deductions as of the respective July 1 or January 1 next succeeding the date on which notice of withdrawal is filed.

E. REPRESENTATIVE FEE

1. Purpose of Fee

If any employee identified in ARTICLE I, Section A. of this Agreement is not a member of the Association during the term of this Agreement, said employee will be required to pay a representation fee to the Association pursuant to the provisions of Chapter 477, P.L. 1979. The Board will deduct said fee from the salaries of such employees in accordance with provisions set forth below.

2. Amount of Fee

Prior to the deduction of any representation fee here under, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its members for said year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

3. Deduction and Transmission of Fee.

-
The Association will submit to the Board a list of those employees who are not members of the Association for the above period. The Board will deduct the representation fee from the salaries of such employees and transmit such fee to the Association in the same manner used for the deduction and transmission of regular membership dues to the Association.

class=Section10>

ARTICLE X

HEALTH CARE

A. HEALTH CARE INSURANCE

1. The Board shall contribute 100% towards the cost of the health care insurance administrative employees, who have served in the district and have made a 3 year contribution of 50%, 50% and 25% of the health care cost or have made a 25% contribution towards the health care cost for 5 years.
 2. Members enrolled in the health plan between July 1, 2002 through August 31, 2005 shall pay 3% of the health cost insurance.
 3. Members enrolled in the health plan on or after September 1, 2005 shall contribute 5% of the health cost insurance.
 4. Members enrolled in the health plan on or after October 1, 2006 shall contribute 10% of the health cost insurance.
-
- 4.5. The coverage shall be in accordance with the terms of the Master Policy and shall include major medical coverage of one million (\$1,000,000.00) dollars and a medical deductible of two hundred (\$200.00) dollars.

class=Section11>

B. PHARMACEUTICAL INSURANCE

The Board, during the term of this Agreement, shall obtain and pay for a pharmaceutical insurance plan in accordance with the terms and provisions of the plan issued by the contracted insurance carrier.

-All employees shall pay:

1. A five dollar (\$5.00) co-pay per person per prescription for generic drugs.
2. A ~~and ten~~ ten dollar (\$10.00) co-pay per person per prescription for preferred brand name.
3. A twenty dollar (\$20.00) co-pay pe person per prescription for non-preferred brand name.

C. DENTAL INSURANCE

The Board shall during the term of the within Agreement obtain and pay for a dental insurance plan as issued by contracted insurance carrier.

The lifetime maximum benefit for orthodontics is \$1,500.00

The maximum individual benefit for all services is \$2,000.00

D. OPTICAL PLAN

The Board shall, during the term of this Agreement, obtain and pay an optical plan as issued by contracted insurance carrier. (See Article XVIII)

E. MEDICAL REIMBURSEMENT

The Board will provide the necessary forms for medical reimbursement as well as an instruction sheet. Administrators shall then submit such forms directly to the medical insurance carrier. All requirements relating to the completeness and/or correctness of the forms shall be the sole responsibility of the employee. The Board Business Office will not become involved in any manner at any stage of the processing of such forms.

~~ARTICLE X Continued~~

F. RETIREES

1. The Board will pay full pharmaceutical and dental insurance according to Schedule C and Schedule D of the C.A.A. contract. This is available for all employees employed before January 1, 2003.
 - 1a. In the event of the death of the employee, coverage in section F (1) will be provided to his/her spouse. This is available for all employees employed before July 1, 2000. (The Medical Plan is excluded)

G. LIFE INSURANCE

class=Section12>

The Board of Education shall provide a term life insurance policy (~~John Hancock~~) in the amount of \$10,000 for each member of the Administrators Association. Upon retirement, said policy to be paid by the Board of Education until age 72.

H. Opt out Option from Medical, Prescription & Dental

The Administrators will have the option to opt out of medical, prescription and dental plans. Each Administrator will be compensated thirty (30) percent of the annual premium to be paid by the district. The reimbursement will be prorated over a period of ten (10) months through payroll.

The opt-out option must be exercised by July 1st of the school year until revoked.

In the case of a life-changing event, (Retirement of Spouse, Divorce, Death of Spouse, Termination of Employment of Spouse) the employee will be enrolled in medical, prescription and dental plans immediately.

GI. S.125 Flexible Spending Accounts (FSA)

~~—~~Pursuant to the Internal Revenue Service (IRS) ... the administrators can participate in the FSA.

class=Section13>

Article XI

EXTENDED LEAVES OF ABSENCE

A. ILLNESS IN IMMEDIATE FAMILY

An extended leave of absence without pay of up to one (1) year may be granted to an administrator for the purpose of caring for a sick member of the administrator's immediate family. For the purpose of this Section, immediate family shall be defined as spouse, child, or parent.

B. MILITARY LEAVE

Military leave without pay shall be granted to any administrative employee who is inducted into or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

C. RETURN FROM LEAVE

1. Salary

Upon return from leave granted pursuant to Section B of this **ARTICLE**, an employee shall be considered as if the employee were actively employed by the Board during the leave and shall be placed on the salary schedule at the level the employee would have achieved if the employee had not been absent.

2. Benefits

All benefits which an employee had accrued at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon the employee's return and the employee shall be assigned to a position which the employee held at the time said leave commenced.

3. Return to Former Position

All extended leaves of absence (including military) are made from the Carteret Public School System and not from a specific position therein, except by permission of the Board. No salary increments are earned on leave. other than military.

ARTICLE XI Continued

4. Other Employment

No leave of absence shall be granted for employment in another business or occupation. Any administrative employee on leave of absence who engages in their employment or self-employment, whether full-time or part-time, without written consent of the Board, shall be deemed

to have voluntarily terminated their employment.

D. EXTENSIONS AND RENEWALS

All extensions and renewals of leaves shall be applied for in writing and may be granted by the Board pursuant to statute.

class=Section14>

ARTICLE XII

PROFESSIONAL DEVELOPMENT

A. GRADUATE ASSISTANCE PROGRAM

A Graduate Assistance Program will be available for administrators who are full-time staff members and who have ~~been employed~~ received tenure by the Carteret Public Schools. ~~for more than one (1) year.~~

The administrator must complete two (2) copies of the application form and submit them to the designated office for review and approval by the Superintendent.

Applications must be made by October 15 for the fall semester, by March 1 for the spring semester, and by June 30 for the summer semester.

To be approved, the course must benefit both the administrator and the Carteret School System.

A grade of "C" or better must be achieved for reimbursement purposes and the courses must be taken in an accredited college or university. Courses cannot be repeated at the expense of the Carteret Board of Education.

Tuition Reimbursement
Hired Prior to 07/01/05

- * Must stay in the district for three (3) years after the completion of the educational courses.
 - * Should the administrator leave before three (3) years than the administrator must pay back fifty (50) percent of the tuition reimbursements paid to him/her.
 - * The tuition reimbursements to be capped at \$50,000.00 for CAA member.

Hired After 07/01/05

- * Must stay in the district for four (4) years after the completion of the educational courses.
 - * Should the administrator leave before four (4) years than the administrator must payback 100% of the tuition reimbursements paid to him/her.
 - * The tuition reimbursements to be capped at \$50,000 for CAA member.

The administrator will submit to the appropriate office evidence of successful completion of the course and the grade achieved within one (1) month after completion of the course.

Checks will be distributed after a record of the grades has been received.

B. PROFESSIONAL CONFERENCES

The Carteret Board of Education recognizes the necessity for continual professional growth especially for principals, directors, vice principals, and supervisors as the educational leaders of our schools. To that end, the Board authorizes the Superintendent to approve administrators' attendance at national conferences. It shall be the policy of the board of education to approve reimbursement for registration fees, transportation, meals and lodging up to a maximum of \$1500 per year for up to four administrators annually. Preference will be given to administrators who did not attend a conference in the previous year. A report of the conference will be filed with the Superintendent of Schools.

C. PROFESSIONAL GROWTH PLAN

Administrators shall be provided time to work towards their Professional Growth Plan, to be scheduled within the regular workday and within the school year from September 1 to June 30.

class=Section15>

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Definition

The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decisions, board policy or state statute affecting a member or a group of members.

B. Purpose

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

C. Procedure

1. Filing a grievance

A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within ~~ninety~~-sixty (960) school days of the happening of the event.

2. Failure to communicate a decision

Failure at any step to communicate the decision on a grievance within the specified time limitation shall constitute acceptance of a grievance as sustained. Failure to appeal an answer which is unsatisfactory within the specified time limitations shall be deemed to constitute an acceptance of such response as ~~dispositive.~~ **disparities.**

3. Informal attempt to resolve a complaint

An individual who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the Superintendent; and, in such even, if the problem is not resolved to the satisfaction of the Association within [fourteen (14)] calendar days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

4. Level one -Immediate Superior

If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within [seven (7)] calendar days, he shall set forth his grievance in writing to the immediate superior, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of the previous discussion;
- d. his dissatisfaction with decisions previously rendered

class=Section16>

The immediate superior shall communicate his decision to the grievant in writing within [seven (7)] calendar days of receipt of the written grievance.

5. Level two-Superintendent of Schools

The grievant, no later than seven (7) calendar days after receipt of the immediate supervisor's decision, may appeal this decision to the Superintendent of Schools. "The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate supervisor and his dissatisfaction with the decisions previously rendered, as specified above. The

Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days. The Superintendent shall communicate his decision in writing to the grievant and the immediate supervisor.

6. Level three- Board of Education

If the grievance is not resolved to the grievant's satisfaction, he, no later than seven (7)] calendar days after the receipt, of the superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a Committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing with [thirty-five (35) calendar days of the receipt of the grievance by the Board.

7. Level four-Arbitration

If the decision of the board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board through the superintendent within [fourteen(14)] calendar days after the receipt of the decision which is being appealed.

The grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of the N.J. Public Employee Relations Commission.

The arbitrator shall limit himself to the issues submitted to him. He cannot add nothing to, nor subtract anything from, the Agreement between parties or any policy of the Board of education. The opinion and award shall be final and binding. Only the Board; the aggrieved and appropriate officials of the Association shall be given copies of the arbitrator's opinion and award. This shall be given within thirty (30) calendar days of the completion of the arbitrator's hearings, or closing of the record.

8. Right to representation

Rights of employees to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself or at his option, by (a) representative(s) and/or an attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall be notified, at the time of submission of the grievance to the Superintendent, or at any later level, that the grievance is in process.

The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.

9. 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.

10. Meetings and hearings

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in, this article.

D. Costs

The fees and expenses of the arbitrator are the only costs which will be shared by two parties, and such costs will be shared equally. Any other costs shall be borne by the party incurring them. Where, however the grievant elects to proceed without the associations concurrence, the costs shall not be borne or shared by the association.

Time loss by any grievant and or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

ARTICLE XIV**TEMPORARY LEAVES OF ABSENCE/BENEFITS**

The Association and the Board agree that optimum conditions require regular attendance and that effective and efficient performance of all the functions involved in school operation likewise depend upon regular attendance of all employees. The following provisions are provided as safeguards against certain of the vicissitudes of life, and hence are a measure of security contributing to the peace of mind of all concerned. The Association agrees to cooperate with the Board in encouraging all employees to recognize and utilize these provisions only for this purpose, and also to assist the Board in discouraging any abuses of these benefits.

A. PERSONAL ILLNESS OR INJURY

Personal illness or injuries are defined as absence because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease or quarantine for such disease in the immediate household.

1. Each twelve (12) month employee of the Board shall be entitled to twelve (12) days absence each year for personal illness. Such sick days not utilized in a particular year shall be accumulated without limit.

2. Each ten and one-half (10 1/2) month employee of the Board shall be entitled to eleven (11) days absence each year for personal illness. Such sick days not utilized in a particular year shall be accumulated without limit.
3. In the event an employee has exhausted the annual sick leave, or if in addition to annual sick leave, accumulated sick leave has also been exhausted, extended sick leave may be granted without pay. Such additional leave may be immediately granted in the event it is consecutive with an absence which has been paid under the provisions of the preceding paragraph 1. In the event it is not consecutive with such an absence, it may be granted beginning after ten (10) consecutive scheduled work days of absence.

Requests for such extended sick leave without pay shall be considered only when submitted with a physician's certificate documenting the illness or injury.

4. When absence for personal illness exceeds four (4) consecutive days, a physician's statement shall, upon request, be filed with the Secretary of the Board, through the Superintendent. Such statement shall certify the period of disability, and include the dates of treatment, the diagnosis and the prognosis involved. In case of frequent or intermittent illness, the Board of Education or the Superintendent may require the employee to submit to an examination by a school physician as well as require the employee to submit a statement from the attending physician.

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ARTICLE XIV Continued

5. All administrators shall upon TPA&F retirement receive a Net Personal Value of accrued sick day at 1 day's pay for every 3 sick days accumulated, plus 10% of their 1994-1995 salary. Monies to be distributed in the best agreement between the board and the administrator or to be paid as follows:
 - 1/3 ~~or 1/5~~ (at employees option) within 30 days after retirement
 - 1/3 ~~or 1/5~~ (at employees option) 1 year anniversary of retirement
 - ~~1/3~~ at the 2 year anniversary of retirement ~~or 1/5 at next 3,4 year anniversaries~~ (at employees option).

220 days should be used to calculate the daily rate of pay. ~~shall be determined by utilizing the following rate:~~

~~10 1/2 month employee 1/210 11 month employee 1/220~~

All new hired personnel, after 7/1/95 will not receive the above.

6. As of 7/1/95 all administrators will receive credit for accumulated sick days at the rate of \$100.00 per day. Monies to be distributed in the best agreement between the board and the administrator or to be paid 1/3 of the amount over 3 years start on the first day of retirement and on anniversary dates. 220 days should be used to calculate the daily rate of pay.

7. ~~_____~~In the event of the death of said retiree, all monies will be payable to the legal beneficiary (ies) as per schedule unless financial hardship exists. Upon request of the estate, payment will be made in full within 30 days.
8. ~~_____~~No employee shall be paid for accumulated sick leave if said employee elects to have their accumulated sick leave transferred to their new employment. Each employee, upon receipt of the aforementioned payments and/or credits, shall sign a receipt thereof, a copy of which shall be retained by the Board.

B. OCCUPATIONAL INJURY

Any employee injured in the performance of their duties shall within twenty-four (24) hours report such injury to their immediate supervisor. The report shall be in writing on a form supplied by the Board. An employee so injured shall be paid the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual or accumulated sick leave. Any amount of salary or wages paid to the employee for the work-connected injury shall be reduced by the amount of any workmen's compensation award made for temporary disability.

C. ILLNESS IN IMMEDIATE FAMILY

In case of illness of parent, brother, sister, husband, wife, child or any other relative living at home within the immediate family, paid leave will be permitted up to a maximum of five (5) days in the fiscal year. This time will be charged against the sick leave provided in A. 1. above.

ARTICLE XIV Continued

D. NOTICE OF ACCUMULATED SICK LEAVE

Employees shall, upon request, be given a written accounting of accumulated sick leave no later than September 30 of each school year.

E. FUNERAL LEAVE

1. Leave of absence of five (5) consecutive work days without loss of salary shall be allowed an employee in case of death in the immediate family. Immediate family shall be defined as spouse, parent, step-parent, grandparent, parent-in-law, grandparent-in-law, child, step-child, sibling, brother, sister or any other relative who is a resident in the employee's household.
2. Leave of absence on the day of the funeral without loss of salary shall be allowed an employee in case of death of an employee's nephew, niece, uncle, aunt, cousin, brother or sister-in-law, who is not a member of the employee's immediate family as defined in paragraph 1 above.
3. In cases not covered by paragraph 1 or 2 above in which attendance at a funeral is expected of or incumbent upon an employee, the employee may be permitted to attend without loss of salary.

F. LEGAL

Time necessary for appearance in any legal proceeding to the employment of any employee or in any other legal proceeding in which the employee is subpoenaed by law to attend, whether or not an employee is a party to the case. Employees shall promptly submit a copy of the subpoena to the Superintendent. If the employee is required to appear in a municipal court proceeding, such appearance shall, whenever possible, be scheduled in the evening. If no evening court session is available, such required attendance shall be charged to personal leave if the employee has personal leave days remaining. If no such days are available, the absence shall be charged as an excused absence without compensation.

G. GOOD CAUSE

Other temporary leaves may be granted by the Board pursuant to NJSA 18A:30-7.

H. PERSONAL BUSINESS

1. Three (3) Personal Business days may be taken anytime and consecutively with the approval of the Superintendent.
2. All personal business days not used **shall** accumulate to employee's -sick leave at the end of each school year.

ARTICLE XIV Continued**I. MARRIAGE**

Employees are not expected to request time off during the school year for purposes of marriage or wedding trips, in view of the possibility of scheduling these in conformity with vacation and holiday periods. However, if unusual circumstances require special consideration, a leave-of-absence without pay may be granted by the Board.

J. Family Day

One (1) Family Day may be taken during the school year, with prior approval from the Superintendent. If the family day is **not** used, this day will **not** accumulate to the employee's sick day bank at the end of each school year.

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ARTICLE XV

SALARIES/WORK YEAR

A. SALARIES

A salary guide for all administrators is set forth in ATTACHMENT A. The following conditions apply to the salary schedules presented.

B. WORK YEAR

1. The Administration's work year shall start July 1st and end on June 30th for each school year of this contract and consist of the following:

- a. Principals, Vice Principals, Directors and Supervisors shall work the approved school calendar.
- b. Supervisor of the Pathways Program, Managers and Network administrators are 12 month employees with vacation days and paid holidays.
- c. Between July 1st and August 31st, Principals, Vice Principals and Directors are to work an additional 21 days. 10 of these days are to be worked the last two (2) weeks of August.
- d. Between July 1st and August 31st, Supervisors are to work an additional eleven (11) days. Five (5) of these days are to be worked the last week of August.

~~a. The following 12-month employees will work an additional 21 days between July 1st and August 31st: Principals, Vice Principals, Director of Guidance, Director of Athletics, Director of District Programs/Testing. All other Ten and one-half (10 ½) employees will work a total of eleven (11) days during July 1st and August 31st.~~

~~b. Administration will work from September 1st through June 30th. However, administrators will follow the approved school calendar during the calendar's days.~~

-
2. Administrators may be assigned additional work days during the summer if, in the

judgment of the Superintendent/Assistant Superintendent, the additional days are essential to the effective opening and operation of the school district. Notification for such additional work days will be mutually agreed upon prior to May 1st of the school year. These additional days may be taken as vacation/sick day(s) during that school year or paid per-diem at the end of that same school year.

3. If an Administrator needs to work any additional days beyond these 21/11 days, a request shall be made to the Superintendent/Assistant Superintendent. These additional days shall be subject to Superintendent/Assistant Superintendent approval ~~and approval shall not be unreasonably denied~~. If approved, these additional days may be taken as vacation/sick day(s) during that school year or paid per-diem at the end of that same school year.

~~4. Daily rate of pay for administrators will be determined by multiplying the following rate times the annual salary:~~

~~10 ½ month employees 1/210 12 month employees 1/220~~

-

~~5. All administrator shall schedule the last week in August as part of their additional work days.~~

64. Supervisor of Buildings and Grounds is a 12 month employee with 4 weeks vacation with an additional day for every year over 25 years up to 5 weeks. For the Supervisor of Buildings/Grounds employed after July 1, 2002, will be is a twelve month employee with three weeks vacations with an additional day for every year over twenty five years up to four weeks.

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5. Vacation schedule for Managers and Network Administrator:

0 to 5 Years 2 Weeks Vacation

6 to 15 Years 3 Weeks Vacation

Over 15 Years 4 Weeks Vacation

~~7. Manger of IT is a 12 month employee with 4 weeks of vacation.~~

6. Holiday Schedule

(a) In addition to the regular summer vacation, the following days shall be considered paid holidays:

Independence Day

Labor Day

Rosh Hashanah (if school is open, 2nd NJEA Convention day shall substitute)

Yom Kippur

Columbus Day

Presidential Election Day-General Election Day (when school is not in session)

Veteran's Days

Thanksgiving Day

Day after Thanksgiving – if there in no school on that day.

Day before Christmas

Christmas Day,

Day before New Year

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

- (b) In the event school is conducted for all or a portion of the day on which a holiday falls, corresponding time off shall be given on another day. The time off shall be approved by the Principal or other supervisor.
- (c) If a holiday falls on a Saturday or Sunday and is not celebrated on another school day, equal compensatory time shall be granted. The compensatory time shall be approved by the Superintendent, Principal or his designee.

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ARTICLE XVI

MISCELLANEOUS PROVISIONS

A. NON-DISCRIMINATION

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, reappointment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, age, national origin, sex, domicile, or marital status.

B. BOARD POLICY

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy. If any other policy contains any language inconsistent with the Agreement, this Agreement shall be controlling.

C. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Whether or not reduced to writing, any individual agreement between the Board and an individual administrator, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual agreement implies any understanding inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

E. NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified mail at the following addresses:

1. If by Association, to Board at the BOE Office.
2. If by Board, to Association at the school or home of the President, whichever is appropriate.

F. TENURE

1. All non-certificated staff are deemed non-tenured effective 07/01/05
2. All non-certificated staff employed prior to 07/01/05 are deemed tenured.

ARTICLE XVII

SCHOOL CALENDAR

The Superintendent SHALL advise the President of the Association of the next year's school calendar prior to making a recommendation to the Board for adoption.

ARTICLE XVIII

DURATION OF AGREEMENT

A. DURATION PERIOD

1. This Agreement shall be effective as of July 1, ~~2005~~2006, and shall continue in effect until June 30, ~~2006~~ 2009.

2. In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

class=Section20>
CARTERET ADMINISTRATORS'
ASSOCIATION

BOARD OF EDUCATION OF

THE BOROUGH OF CARTERET

By: _____

By: _____:

Lamont Repollet, President

_____ Dennis Cherepski, President

By: _____

By: _____

_____ By:

~~Vice President~~ _____ Andrew Chamra, Secretary

_____ Nilkanth

Patel, Secretary ~~Vice President~~

By: _____
Secretary

By: _____
Secretary

x

x

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Schedule "A" Salaries

Step	HS Prin	DirProg	MS Prin	Elem Prin	VP	SpSer Dir	Guid Dir	Ath Dir	Super
1	113,847	112,379	110,483	108,423	105,169	104,139	104,084	104,084	99,339
2	110,242	108,774	106,878	104,818	101,564	100,534	100,479	100,479	95,734
3	106,637	105,169	103,273	101,213	97,959	96,929	96,874	96,874	92,129
4	103,547	102,079	100,183	98,123	94,869	93,839	93,784	93,784	89,039
5	100,457	98,989	97,093	95,033	91,779	90,749	90,694	90,694	85,949

Additional Credits: Add the following to the appropriate level and step:
Add one of the following (A/B) to the appropriate level and step:

- (A) MA+21 MA+30 MA+60 Doctorate
\$3,000 \$3,500 \$4,000 \$5,000

OR

- (B) 25 yr of service/experience in district ~~\$3,000~~ \$3,500
~~30 yr of service/experience in district \$3,500~~
~~35 yrs of service/experience in district \$4,000~~

~~An administrator at Step 5 and with 25 years of service to the District, submits a letter of retirement effective on or before June 30, 2006 shall receive an additional salary adjustment in the amount of \$2,000.~~

Schedule A1

	2006-07	2007-08	2008-09
Supervisor of Buildings and Grounds			
Manger of IT			
Network Administrator			

~~Supervisor of Buildings and Grounds
2005-2006 ————— \$75,000~~

~~Manger of IT
2005-2006 ————— \$75,000~~

Additional Certification: Add to the appropriate level

B&G certification - \$2000

Asbestos coordinate - \$2500

* The stipend for Buildings and Grounds Certification and Asbestos Certificate is grandfathered and will not be offered to future Supervisor of Buildings and Grounds.

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class=Section22>

SCHEDULE "B" - HEALTH PLAN

- A. The master policy between the Board and Horizon Healthcare shall continue including the following benefits:
1. The maternity benefits under the present policy including the U.C.R. program.
 2. The surgical expenses benefit under the present policy including the U.C.R. program.

DEDUCTIBLE: \$200.00

SCHEDULE "C" - PHARMACEUTICAL PLAN

- A. The Board pharmaceutical charge plate plan for all employees covered by the Board's medical plan shall continue.

~~DEDUCTIBLE: \$5.00 co-pay per person per prescription for generic and \$10.00 co-pay per person per prescription for name brand.~~

1. A five dollar (\$5.00) co-pay per person per prescription for generic drugs.
2. A ten dollar (\$10.00) co-pay per person per prescription for preferred brand name.
3. A twenty dollar (\$20.00 co-pay pe person per prescription for non-preferred brand name.

SCHEDULE "D" - DENTAL PLAN

- A. The Reasonable and Customary (unscheduled) Dental Plan obtained by the Board shall continue in effect. The plan includes a ~~\$750.00~~1,500.00 per individual per lifetime orthodontic maximum benefit and a ~~\$1,000.00~~2,000.00 per individual per year maximum benefit for all services.

DEDUCTIBLE: There is a \$50.00 per person deductible per calendar year with no more than \$150.00 accumulative per family per year.

SCHEDULE "E" OPTICAL PLAN

- A. The optical plan shall be provided at Board expense to provide per year for eye examination and

provision of prescription glasses for employees and their family.