

AN AGREEMENT

BETWEEN

THE MORRIS HILLS REGIONAL DISTRICT  
BOARD OF EDUCATION

AND

THE MORRIS HILLS REGIONAL DISTRICT  
ADMINISTRATIVE ASSOCIATION

JULY 1, 2011 through JUNE 30, 2014

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## **ARTICLE I**

### **MEMBERSHIP**

#### **A. UNIT MEMBERSHIP**

In accordance with Chapter 123, Public Laws of 1974, the Board of Education of the Morris Hills Regional District, hereinafter referred to as the “Board” hereby recognizes the Morris Hills Regional District Administration Association, hereinafter referred to as the “Association,” as the exclusive and sole representative for the collective negotiation.

The following full-time positions are recognized as members of the Association:

- Principals
- District Directors of Instructional Services
- District Director of Pupil Personnel Services
- Assistant Principals
- Coordinator of Transportation/Supervisor of Buildings and Grounds
- Supervisor of Student Services/Athletics (included on assistant principal guide)
- Supervisor of Guidance
- Supervisor of Technology Services
- District Supervisor of Science

Excluded are all other administrative positions.

#### **B. DEFINITION**

Unless otherwise indicated, the term “Administrator” when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male administrators shall include female administrators.

## **ARTICLE II**

### **NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 a good faith effort to reach agreement on all matters concerning the terms and conditions of administrator’s employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this agreement expires or not later than as required by statute. Any agreement so negotiated shall apply to all administrators represented by the Association, and be adopted by the Board and the Association.

- B. During the negotiations, the Board and Association shall exchange points of view and make proposals and counterproposals.
- C. 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.

**ARTICLE III  
GRIEVANCE PROCEDURE**

A. DEFINITIONS

- 1. A “Grievance” is a claim by an employee or the Association based upon the application, interpretation, or violation of this agreement and any article or section therein.
- 2. A “Grievant” is the person or persons making the claim.
- 3. A “Party in Interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

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 the administrator. Both parties agree that these procedures will be kept informal on all levels of the procedure.

C. PROCEDURE

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified at any level may be extended by mutual agreement.
- 2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or a mutually determined time thereafter.
- 3. The grievance to be considered under this procedure must be initiated by the grievant within thirty (30) calendar days of the alleged occurrence.

4. Step One - An administrator who feels he/she has a grievance must first discuss it on an informal basis with his/her immediate superior.
5. Step Two - If the grievant is not satisfied with the results at step one, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she must submit his/her grievance, either directly or through the association representative to his/her immediate superior, in writing, using the prescribed form, within five (5) school days following the disposition at step one.
6. Step Three - If the grievant is not satisfied with the disposition of his/her grievance at step two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to and received by the superior, the grievant shall, within five (5) school days, inform the Association, in writing, of the status of the grievance. Within five (5) school days after the Association has been informed, the grievant may submit the grievance to the superintendent.
7. Step Four - If the problem is not resolved within fifteen (15) school days after the grievance was received by the superintendent, the grievant may within fifteen (15) school days after receipt of the superintendent's decision, submit a written appeal through the superintendent to the board of education with a hearing option at the Board level. The Board must render a decision, in writing, within thirty (30) calendar days of the receipt of the appeal.

**ARTICLE IV  
ADMINISTRATOR'S RIGHTS**

- A. Every administrator shall have the right and obligation to pursue his/her duties in accordance with a written description of the regulations governing his/her role, powers and duties adopted by the Board.
- B. Every administrator shall have his/her overall performance evaluated each year by the superintendent or the superintendent's delegated representative.

**ARTICLE V  
SICK LEAVE**

A. DEFINITION

Absence from duty due to illness, injury, or exclusion because of a contagious disease.

B. NUMBER

Twelve (12) days per year for twelve-month employees shall be granted per year.

C. ACCUMULATIVE SICK LEAVE

Unused sick day leave at the end of the year (June 30) shall be added to the next year.

D. NEW HIRE ENTITLEMENTS

The sick day's entitlement during the first year of employment in the district as an administrator or supervisor, is to be determined by the number of months worked during the school year.

**ARTICLE VI  
LEAVES OF ABSENCE**

A. PERSONAL LEAVE

Three (3) days per year, without reason, as approved by the superintendent. Unused personal days as of June 30 shall be added to the number of accumulated sick leave days. Personal days may be used in half day increments.

B. BEREAVEMENT LEAVE

A maximum of three (3) days per bereavement for the death of a spouse or near relative (parents, children, brothers, sisters, uncle, aunt and grandparents of employee or spouse), or one (1) day for death of other relatives. An additional two (2) days may be granted for postmortem arrangements when the responsibility falls upon the administrator.

**ARTICLE VII  
SABBATICAL LEAVE**

- A. Sabbatical leaves of absence may be granted for professional improvement upon recommendation of the superintendent and approval of the board of education for reasons of value which, in the board's discretion, shall render a benefit to the school district, subject to the following conditions:
1. An application must be submitted to the superintendent by March 1 for the next succeeding July 1 or September 1, whichever is applicable.
  2. Applicants must have held an administrative position in the Morris Hills Regional District for seven (7) continuous years.
  3. Leave shall be for full year at half (1/2) pay.
  4. Any administrator granted a sabbatical leave must agree to return to work in the district for two (2) full years following the sabbatical leave. Prior to taking paid leave, the administrator must sign a promissory note in the amount received from the board during the sabbatical leave, said amount to be paid if the two (2) year requirement is not fulfilled.
  5. Prior to commencing said leave, the administrator shall sign a contract for the full amount of the stipend received from the board during the sabbatical leave. The full sum of the stipend shall be repaid to the board if the two-year requirement is not fulfilled.
  6. It is expressly understood that the board has the sole authority to grant a sabbatical leave. No more than one (1) administrator from the Morris Hills Regional district may be granted a sabbatical leave in one (1) school year.

**ARTICLE VIII  
CONVENTIONS, CONFERENCES, WORKSHOPS**

Administrators may attend conventions, conferences, workshops and other professional activities with reasonable expenses and at no loss of pay with the prior approval of the superintendent.

Travel reimbursement will be as per board policy and state statute.

**ARTICLE IX  
PROFESSIONAL DEVELOPMENT**

A. Reimbursement for the cost of tuition for course will be granted with the following conditions:

1. Courses for which tuition reimbursement is being sought shall have the prior approval of the superintendent.
2. A “B” or better, grade must be received in the course in order to receive tuition reimbursement. Pass/fail courses must receive a final grade of “pass.”
3. Per credit allocation for the duration of this agreement shall not exceed \$350 per credit.
4. Courses for which tuition reimbursement is being sought shall be in the subject area to which the administrator is assigned or be in areas of value to the district. Course selection and course approval require the prior approval of the superintendent.
5. Reimbursement of costs associated with mentor training for certification as a principal are allowed under this resolution.

B. Reimbursement for Professional Dues

1. Professional dues allowance for certified administrators payable each year at a rate of \$700.00 per year for the remainder of the contract.

C. Mileage

For official business, mileage will be established at the state rate.

**ARTICLE X  
DEDUCTIONS FROM SALARIES**

The following deductions from salary will be made at the request of the administrator each year. Application can be made on a monthly basis.

1. NJPSA Dues
2. Disability Plans as approved by the Board
3. Credit Unions as approved by the Board
4. Tax-Sheltered Plans as approved by the Board:  
(including Vanguard; T-Rowe Price; American Funds)
5. Administrative Association dues
6. Any other program agreed to between the Board and the Administrators



**ARTICLE XI  
BENEFITS**

- A. Employees hired prior to July 1, 2006 may select either the Traditional/PPO or POS plan.

Effective July 1 2008 the deductible amount for the PPO plan will be increased to \$200.00 individual and \$400.00 family.

For the PPO plan: the prescription out of pocket will revert to the prior formula (in effect on December 31, 2005) whereby there will not be a separate out of pocket maximum for prescription. Individuals/family will have to meet their deductibles and out of pocket maximum before prescription is paid at 100%

POS PLAN

\$10.00 co pay on doctors visits

POS co pay on Emergency Room visit and Urgent care will be \$50.00 effective July 1, 2008

Enrollment regulations will be defined as outlined in the NJ Health Benefit Programs and past practice except that new employees will be covered on their start date and their coverage will terminate on the last day of the month that they are in a pay status.

Any employees hired after July 1, 2006 will be enrolled in the POS plan or a plan substantially similar, and should such employee choose to enroll in the Traditional/PPO plan then he/she will be required to pay the full difference in premium between the POS plan and the Traditional/PPO plan. Such payments will be made through payroll deductions. This includes any employee promoted into the Administrative unit.

It is the responsibility of the administrator to notify the board secretary of any changes in marital or dependent status in accordance with the master plan(s).

- B. For employees that select the POS Plan such coverage will include: A \$10.00 co pay for doctor visits, RX Plan at \$5.00 co pay for generic and \$10.00 for name brands. POS Plan effective July 1, 2009: RX plan will be a co pay of \$5.00 generic and \$15.00 name brand.

- C. The Board shall provide and pay the full premium of Passive PPO dental care insurance for the appropriate single or family coverage for all current members of the unit except as provided by statute.
- D. The Board of Education shall provide optical reimbursement not to exceed \$400 per administrator per year. Administrator shall submit appropriate bills for reimbursement annually in June.
- E. **Waiver of Health Insurance**  
Full time employees who can show proof of other health insurance may elect to waive health insurance in return for \$3,000.00 pro-rated, based on date on implementation or for late entries, payment will be made for each year coverage is waived. Waiver is based on the school year (July – June). Payment shall be made on June 30. During the school year, employees may request, in writing, to resume health coverage in the event of an emergency which resulted in loss of out-of-district coverage e.g. spouse’s termination of employment or death of spouse. The district will then only pay on a pro-rated basis for the unused portion of the health insurance coverage prior to the reenrollment. Should the district switch health insurance to the New Jersey State Health Benefits Plan, the waiver provision will be null and void.

**ARTICLE XII  
RETIREMENT ALLOWANCE**

Any administrator having been in the employ of the school district for ten (10) or more years, may submit to the superintendent a written statement of intention to retire under the Teachers’ Pension and Annuity Fund or Public Employees Retirement System and shall be eligible for a special retirement allowance provided five (5) months notice, prior to the actual date, is given to the superintendent.

The retirement allowance shall not become a part of the final year’s salary, but shall be paid in a lump sum within 30 days after retirement.

Allowance shall be one (1) day’s salary for every three (3) days sick leave accumulated upon retirement. Allowance not to exceed fifteen thousand dollars (\$15,000).

Administrators, upon five (5) months advance binding notice of resignation, for the purpose of retirement, shall receive \$3,000.00.

**ARTICLE XIII  
VACATION**

Administrators are entitled to paid vacations each school year as follows: the number of days of entitlement during the first year of employment in the district as an administrator is to be determined by the number of months worked during the school year.

Normally, summer vacations may be taken between July 1 and before the last two weeks of August. However, vacations may be taken at any time during the year of entitlement, subject to the approval of the superintendent. Administrators may take up to five ( 5 ) vacation when school is in session with the approval of the Superintendent.

Twenty three (23) days for all twelve month administrators. One (1) additional day will be granted on the following July 1 whenever an administrator completes five (5) years, ten (10) years, and fifteen (15) years, not to exceed three (3) additional days.

No more than one full year of vacation days may be carried into subsequent years. The use of vacation days will be subject to the approval of the principal and/or superintendent.

**ARTICLE XIV  
WORK YEAR**

The work year for administrators is twelve months, from July 1 to June 30. The daily rate is based on 1/260<sup>th</sup> of salary. The post-retirement benefit for sick leave (Article XII) and vacation days (Article XIII) shall be calculated at this rate.

**ARTICLE XV  
BOARD RIGHTS**

Except as limited by applicable law and the specific terms of this agreement, the Board reserves the following rights:

- A. To direct the employees of the school district.
- B. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take other disciplinary action against employees.
- C. To relieve employees of duty because of lack of work and for other legitimate reasons.
- D. To maintain efficiency of the school district operations entrusted to them.
- E. To determine the methods, means and personnel by which operations are to be conducted.
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XVI  
ADMINISTRATIVE SALARY GUIDES

2011/12

Step	Transportation Bldgs./Grounds	Supervisor Guidance	Ass't. Principal Supv. Technology	District Dir.	Principal
1	\$85,059	\$123,141	\$130,105	\$132,633	\$147,000
2	\$87,459	\$126,841	\$134,005	\$136,833	\$149,000
3	\$90,059	\$130,091	\$138,005	\$141,333	\$151,000
4	\$92,859	\$134,191	\$142,105	\$145,833	\$153,500
5	\$95,859	\$138,391	\$146,405	\$150,133	\$156,000

2012/13

Step	Transportation Bldgs./Grounds	Supervisor Guidance	Ass't. Principal Supv. Technology	District Dir.	Principal
1	\$86,436	\$125,230	\$131,344	\$133,454	\$147,000
2	\$88,936	\$128,930	\$135,444	\$137,954	\$149,000
3	\$91,636	\$132,730	\$139,544	\$142,454	\$151,000
4	\$94,536	\$135,830	\$143,844	\$146,954	\$153,500
5	\$97,536	\$139,930	\$148,144	\$151,454	\$156,000

At the conclusion of the 2012/13 year, the \$6,000 balance of the negotiated settlement will need to be applied to the guides. The distribution of these funds will be mutually agreed to by the board and association.

2013/14

Step	Transportation Bldgs./Grounds	Supervisor Guidance	Ass't. Principal Supv. Technology	District Dir.	Principal
1	\$88,143	\$127,401	\$133,095	\$135,011	\$147,000
2	\$90,643	\$131,101	\$137,095	\$139,011	\$149,000
3	\$93,343	\$134,901	\$141,195	\$143,211	\$151,000
4	\$96,243	\$138,801	\$145,495	\$147,711	\$153,500
5	\$99,243	\$141,301	\$149,595	\$152,211	\$156,000

The following employees have been taken off guide and will receive the following salary:

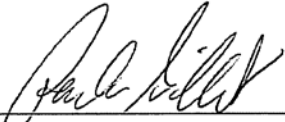
	2011-12	2012/13	2013/14
William Cleffi, Principal	\$167,500	\$167,500	\$167,500
Joseph Cacciaguida, Principal	\$167,500	\$167,500	\$167,500
Thomas Hill, District Director	\$153,484	\$154,635	\$155,408

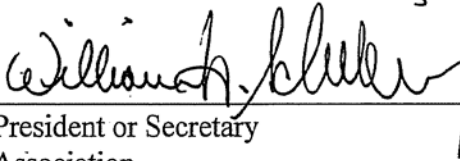
**ARTICLE XVII  
DURATION OF AGREEMENT**

- A. This agreement shall become effective July 1, 2011 and shall continue in effect until June 30, 2014 subject to the Board's and Association's right to negotiate over a successor agreement as provided in Article II.
- B. The scattergram for negotiations for the successor agreement will be based on the staff employed on December 15, 2013
- C. In witness whereof, the parties hereto have caused this agreement to be signed by their respective presidents/or secretaries.

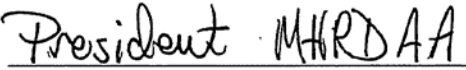
SIGNED:

DATE:

  
\_\_\_\_\_  
President or Secretary  
Board of Education

  
\_\_\_\_\_  
President or Secretary  
Association

\_\_\_\_\_  
Title

  
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Title