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AGREEMENT BETWEEN THE

BOARD OF EDUCATION OF THE BOROUGH OF ROSELLE

IN THE COUNTY OF UNION

AND

THE ROSELLE ADMINISTRATORS ASSOCIATION

FOR THE PERIOD

JULY 1, 1974 THROUGH JUNE 30, 1976

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PREAMBLE

This agreement entered into this day
of , 1974 by and between the
Board of Education of the Borough of Roselle, hereinafter
referred to as "Board", and The Roselle Administrators
Association, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, The Board has an obligation, pursuant
to Chapter 303, Public Laws 1968, as supplemented and
amended, to negotiate with the Association as the
representative of employees hereinafter designated with
respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain
understandings which they desire to confirm in this
Agreement, be it

RESOLVED, in consideration of the following
mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

The Board hereby recognizes the Association as the collective negotiations representative for the following full time certified personnel employed by the Board:

Assistant Superintendent
Principals
Vice Principal - High School
Director of Guidance
Director of Special Services
Business Administrator - Secretary

ARTICLE 2

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by an employee or the Association based upon a violation of this Agreement.

2. An "aggrieved person" 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

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

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance

or complaint to discuss the matter informally with the Superintendent of Schools or designee and having the grievance or complaint adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Any employee who has a complaint shall within 20 school days of the occurrence of the act or knowledge of the condition which is the subject of the complaint, discuss it with the Superintendent of Schools in an attempt to resolve the matter informally.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, he may set forth his complaint in writing to the Superintendent of Schools. The Superintendent shall communicate his decision to the employee in writing within 5 school days of receipt of the written complaint.

3. If, following the determination of the Superintendent, the matter is not resolved to the satisfaction of the employee, he may set forth his complaint in writing to the Board of Education within 5 school days of the determination by the Superintendent.

4. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within 30 calendar days of the receipt of the appeal or if a hearing is granted, within 20 calendar days of the date of the hearing.

5. Notwithstanding any provision of this agreement, the following shall not be considered a grievance under this grievance procedure:

a. The failure to retain a non-tenure employee or any other matters affecting Tenure rights.

b. Matters where a specific method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education or the State Board of Education.

c. The adoption, revision, amendment, or revocation of Board Policies, rules and regulations, other than those policies or matters which directly affect terms and conditions of employment, shall be within the sole province of the Board of Education.

ARTICLE 3

SALARIES

A. Salaries shall be paid to each employee covered by this Agreement in accordance with the Ratios and Formulae included on Schedule A annexed hereto, including the notes of interpretation included thereon.

B. No employee shall receive a salary increase in any one year in excess of 10% over their prior years' salary.

C. In application of the Ratios and Formulae annexed hereto, the resultant calculation shall be rounded out, up or down, to the nearest \$25.00 annually.

D. The employee who serves in the position of "Coordinating Principal" shall receive a stipend of \$500.00 annually in addition to his salary as arrived at in accordance with the Formulae and Ratios set forth on Schedule A.

E. The Board shall have the right, upon the recommendation of the Superintendent, to withhold the increase or any part thereof in salary provided for in this Agreement for any employee covered by the terms of this agreement, subject to the grievance procedure.

F. Upon adoption of this Agreement by the

parties hereto, a written statement of the salary to be paid to each tenure employee, and a contract in accordance with the provisions of N.J.S. Title 18A and the rules thereunder for each non-tenure employee shall be prepared and submitted to each employee for signature.

G. (1) Any performance merit increases for the term of this Agreement shall be in the discretion of the Board upon the recommendation of the Superintendent. The Superintendent shall establish criteria, to be approved by the Board, for the application of the performance merit ratio. This shall be done by the Superintendent no later than April 30, 1975. All performance ratings shall thereafter be in accordance with such criteria, as adopted by the Board, and as may be supplemented and amended by the Board thereafter.

(2) Merit increases in accordance with this agreement shall be applicable to, and paid, only in the year for which such merit is awarded and shall not become part of the base salary of any person covered by, and subject to this agreement. Such merit payment shall be, and hereby is, deemed to be in the nature of a one-year stipend only, and such payment for merit shall have no further effect upon the expiration of the year for which the merit payment is made.

H. Any person covered by this collective negotiations agreement hired for the school year commencing July 1, 1974 may be paid in accordance with the contract terms at which such person was hired. However, for the second year of this agreement, the ratio of said formulae contained in this agreement shall be applicable to such personnel.

I. Any person covered by this collective negotiations agreement may waive the provisions of this agreement if he voluntarily does so in writing, with the writing to contain an express declaration that he is voluntarily waiving the provisions, or some part thereof, of this Agreement.

J. If any positions covered by this agreement become vacant, the person hired for the position may be hired at a rate of salary not in accordance with the first year of the guide, but at a negotiated salary agreed to between the employee and the Board.

ARTICLE 4

MISCELLANEOUS

A. Sufficient copies of this Agreement shall be reproduced so that a copy is supplied to each member of the Association.

B. The Association agrees that the Board has complete authority over the policies and administration of the school district which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including the establishment of work rules and regulations. Any matter involving the management of governmental operations vested by law in the Board, and not covered by this Agreement, is the province of the Board. Should the Association object to any rule or regulation as being violative of this Agreement, it may resort to the grievance procedure outlined herein.

C. Every person recognized as a member of the Association shall at all times maintain proper certification for the position he holds.

D. This Agreement shall not be modified, except in writing signed by the parties hereto.

E. In the event of the disability, death, or absence of the Superintendent of Schools and the appointment of a member of the Association as Acting Superintendent or Superintendent, the person appointed shall automatically cease being a member of the Association for the time he is Acting Superintendent or Superintendent. The intent of the parties is that the Superintendent, or person so acting, shall not be a member of the Association during the period of acting as the Superintendent.

SCHEDULE A

**FORMULAE AND RATIOS
FOR ADMINISTRATORS**

	<u>1974-75</u>	<u>1975-76</u>
Base Dollar amounts to which ratios and formulae are to be applied	\$17,200	\$18,000
Multipliers for Respective Positions:		
Principal (10 mo.)	1.10	1.12
Principal (12 mo.)	1.115	1.15
Asst. Super. (12 mo.)	1.155	1.19
Vice Principal (12 mo.)	1.065	1.10
Director-Guidance (12 mo.)	1.125	1.16
Director-Special Service (12 mo.)	1.185	1.22
BD Secretary-Business Mgr. (12 mo.)	1.105	1.14

Multipliers for Service in Roselle System and Service of Administrator in Roselle System based upon years of Service in Roselle System.

<u>YEARS</u>	<u>SERVICE SYSTEM</u>	<u>SERVICE ADMINISTRATION</u>
0-10	1.03	1.03
11-20	1.06	1.06
21-30	1.09	1.09

**Multiplier for Principals and
Assistant Superintendent Based
Upon Number of Teachers within
His Respective School Building**

0-12	1.00
13-18	1.03
19-24	1.06
25-30	1.09
31-35	1.12
36-40	1.15
41-45	1.18 Maximum

**Performance Ratios
(See Article 2, Paragraph G)**

PERFORMANCE

<u>RATING</u>	<u>RATIO</u>
C	1.00
B	1.01
A	1.02

NOTES OF INTERPRETATION:

1. Years of Service in System and Service as Administrator means complete years completed as of July 1 of the applicable year for which the ratios and formulae are applied, i.e. Complete years of service as of July 1, 1975 for calculation of 1975-76 salary.

2. The formula to be applied for Principals, and Assistant Superintendent is as follows:

"Base Dollar Amount" multiplied by "Respective Position Multiplier" multiplied by "Service in System Multiplier" multiplied by "Service as Administrator Multiplier" multiplied by "Number of Teachers Multiplier" = Salary.

EXAMPLE

Principal (12 month) with Service in System of 15 years, service as administrator of 5 years, and 80 teachers in school building.

$\$17,200 \times 1.115 \times 1.06 \times 1.03 \times 1.18 = \$24,707,$
rounded out to nearest \$25 = \$24,700

Assistant Superintendent (12 month) with Service in System
of 21 years, service as administrator of 10 years, 80 teachers.

$\$17,200 \times 1.155 \times 1.09 \times 1.03 \times 1.18 = \$26,318$
rounded out to nearest \$25 = \$26,325.

3. The formula to be applied for Vice-Principals,
Director of Guidance and Director of Special Services is
as follows:

"Base Dollar Amount" multiplied by "Respective
Position Multiplier" multiplied by "Service in System
Multiplier" multiplied by "Service as Administrator
Multiplier" = Salary

IN WITNESS WHEREOF, the BOARD OF EDUCATION OF THE
BOROUGH OF ROSELLE, Union County, New Jersey has caused
these presents to be signed by its proper corporate officers,
its corporate seal to be hereto affixed, and attested by its
Secretary, and THE ROSELLE ADMINISTRATORS ASSOCIATION has
affixed its hand and seal the day and year first above written.

ATTEST:



JOHN E. MORSE
Secretary

BOARD OF EDUCATION OF ROSELLE

By 

HELEN HEUMANN
President

THE ROSELLE ADMINISTRATORS
ASSOCIATION

By 
