

**AGREEMENT**  
**between the**  
**PERTH AMBOY BOARD OF EDUCATION**  
**and the**  
**PERTH AMBOY SCHOOL ADMINISTRATORS'**  
**AND**  
**SUPERVISORS' ASSOCIATION**  
**July 1, 2005 – June 30, 2008**

**PREAMBLE**

THIS AGREEMENT entered into this 11<sup>th</sup> day of November, 2005, between the Board of Education of the School District of Perth Amboy, County of Middlesex, a Municipal corporation of the State of New Jersey hereinafter called the “Board”, and the Perth Amboy School Administrators’ and Supervisors’ Association, hereinafter called the “Association.”

**A. WITNESSETH**

WHEREAS, the Board is required, pursuant to Chapter 303, Public Laws 1968, as amended and supplemented by Chapter 123 of the Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the Board and the Association have reached certain understandings; and

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

**ARTICLE I**  
**RECOGNITION**

- A.** The Board recognizes the Association as the sole and the exclusive bargaining agent pursuant to Chapter 303 of 1968 Laws of the State of New Jersey as amended and supplemented by Chapter 123 of the Laws of 1974, known as the New Jersey Employer-Employee Relations Act, concerning terms and conditions of employment for all full-time principals, vice principals, supervisors and certified directors, excluding all other employees of the Board of Education.
- B.** Unless otherwise indicated, the term “member” when used hereinafter in this Agreement, shall refer to all employees in the bargaining unit represented by the Association. It is expressly understood that members are *exempt* employees pursuant to applicable federal and state wage and hour laws.
- C.** More specifically, the unit shall represent certificated staff limited to:
- all principals - 12 months
  - all directors, excluding the Director of Human Resources  
12 months
  - vice principals - 12 months
  - district supervisors - 12 months including those assigned to Elementary Education, Special Education, State & Federal Programs, Health & Physical Education, Athletics, Math & Science, Vocational Education and Related Arts, Fine & Performing Arts, Gifted & Talented, Humanities, Bilingual Education.
  - department supervisors – 12 months including Humanities 9-12, Guidance 9-12, Guidance K-8, Vocational Education & Related Arts 9-12, Math & Science 9-12, Fine & Performing Arts 9-12.

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

- A.** The parties agree to commence negotiations in accordance with the requirements of Chapter 303 of the Laws of 1968 as amended and supplemented by Chapter 123 of the Laws of 1974.
  
- B.** 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.

### ARTICLE III

#### GRIEVANCE PROCEDURE

**A.** A “grievance” shall mean a claim by unit members that he or she has suffered a personal loss, injury, or inconvenience because of an interpretation, application of violation of policies, agreement and administrative decisions affecting him or her. All grievances may be pursued at the Board of Education level but only those concerning specific sections of this Agreement may proceed into arbitration. The following items shall be specifically excluded from the grievance procedure:

1. Any matter for which a method of review is prescribed by law;
2. Any rule or regulation of the State Board of Education;
3. Any matter which according to law is limited to action by the Board alone;
4. A complaint of nontenured members which arises by reason of his or her not being reemployed; or
5. A claim by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position which tenure is either not possible or not required.

To be considered under this procedure a grievance must be initiated in writing by the member within twenty (20) calendar days of its occurrence, and failure to act shall constitute abandonment.

**B.** 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

2. Any members who have a grievance shall discuss it first with his or her immediate superior in an attempt to resolve the matter informally at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the members, he or she shall initiate a grievance in writing to the immediate superior within the (20) calendar days specifying:
  - (a) The nature of the grievance, specifying the section of the agreement or Board Policy, where applicable, alleged to have been violated;
  - (b) The nature and extent of injury, loss or inconvenience;
  - (c) The results of previous discussions;
  - (d) The reasons for dissatisfaction with decisions previously rendered;  
and
  - (e) The specific remedy being sought.

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

4. (a) The members may no later than five (5) school days after receipt of the immediate superior's decision appeal that decision to the Superintendent. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with decisions previously

rendered. The Superintendent shall attempt to resolve the matter within a period not to exceed ten (10) school days, unless the matter comes to the Superintendent during his vacation period, in which case the matter shall be resolved within two (2) calendar weeks after his return from vacation. The Superintendent shall communicate his decision in writing to the members and the immediate superior.

- (b) If the matter comes before the Superintendent during his vacation period, and if he has not appointed a designee to hear such grievance, and if irreparable harm will result to the grievant, the Association may submit the grievance to the Board through the Board Secretary.
5. If the grievance is not resolved to the members' satisfaction no later than (5) calendar days after receipt of Superintendent's decision, he may request a review by the Board. The request shall be submitted in writing through the Board Secretary who shall attach all related papers and forward the request to the Board within five (5) calendar days of receipt of same. The Board, or committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the members and render a decision in writing within thirty (3) calendar days of receipt of the said request from the Board Secretary.
  6. If the decision of the Board does not resolve the grievance to the satisfaction of the members, and the members wish review by a third



party, he or she shall so notify the Board through the Board Secretary within ten (10) school days of receipt of the Board's decision.

7. (a) The following procedure will be used to secure the services of an arbitrator:
  1. The Grievant and his representative shall, within the ten (10) school day period, as defined, request the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to act as arbitrator of the dispute in question.
  2. Thereafter the parties shall abide by the Rules and Regulations of PERC for the selection of an arbitrator.
- (b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He may neither add nor subtract anything from the Agreement between the parties or any policy of the Board of Education. His award shall be binding upon the parties. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) calendar days of the completion of the arbitration hearings.

(c) Rights of Members to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association.
2. When members are not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent be notified that the grievance is in process, have the right to be present, to present its position in writing at all hearing sessions held concerning the grievance and receive a copy of all decisions rendered.

(d) Meetings and hearings held under this Grievance Procedure shall generally be conducted on nonschool time. Persons proper to be present are defined as all necessary parties.

**C. Costs**

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

## **ARTICLE IV**

### **RIGHTS, PRIVILEGES, AND RESPONSIBILITIES**

- A.** 1. The Board shall mail to the Association a copy of the official minutes of each official meeting of the Board at the same time as the official minutes are forwarded to members of the Board.

2. When and as members of the Board are notified of regular or special meetings of the Board, the President of the Association shall also be notified.
- B.** The Association may call meetings in each school, subject to adequate notice and approval from the Superintendent. Such meeting shall not interfere with normal school activities and the Superintendent shall not unreasonably refuse approval.
- C.** When the parties schedule a negotiating session during the normal school day, the members of the Association negotiating team, not to exceed two (2) (no more than one (1) from any school), shall suffer no loss in pay.
- D.** The Association shall have the right to use school equipment at reasonable times when the equipment is not otherwise in use. Such usage shall not be unreasonably exercised. The Association shall use its own materials and supplies.
- E.** The Association and the Board agree to work collaboratively with the Perth Amboy Federation of Teachers on the development and implementation of an accountability system.

**ARTICLE V**  
**EMPLOYMENT**

- A.** All members of the bargaining unit shall comply with the rules and regulations of the Board of Education and as they are changed from time to time governing the duties and functions of their position.
- B.** All principals, vice principals, directors and supervisors shall report for work twenty (20) minutes before teachers within their building (8:30 a.m. for supervisors in the central office) and remain on duty thirty (30) minutes after teachers leave. Members at each school shall coordinate their schedules to ensure that the school building is staffed by a member until 4:00 p.m. The workday for all administrators will be increased by fifteen (15) minutes effective for the duration of this contract.
- C.** All administrators, including principals, shall work seven (7) hours during summer months – July 1<sup>st</sup> through August 31.
- D.** Salary schedules for members of the bargaining unit are attached as Appendix A and made a part of this Agreement.
- E.** In each year of this Agreement, members shall receive the sum of not more than the equivalent of the current cost of six (6) graduate credits at Rutgers University Graduate School of Education in repayment of tuition for course credit for graduate courses taken for professional improvement and having the prior approval of the Superintendent or up to the following limits:

2005-2006    \$2,600;    2006-2007    \$2700;    2007-2008    \$3,000

The stipend shall be paid after presentation to the Superintendent of a transcript indicating a grade of “C” or better and a receipt for money expended. However, such stipend shall not be paid for any courses required for basic administrative certification. Members who have attained a Doctoral degree at any time during this Agreement shall be given a one-time adjustment to pensionable salary of two thousand (\$2,000.00) dollars.

**F.** All unit members shall be compensated at the IRS rate per mile for approved mileage and the cost of actual expenses incurred.

**G. Sick Leave**

1. (a) Twelve month members: twelve (12) days

(b) Twelve month members  
with twenty (20) years of  
District service: fifteen (15) days

2. Any member whose sick leave exceeds their accumulated sick leave shall be entitled to apply to the Board of Education for an additional maximum sick leave of forty (40) days or to the end of the school year, whichever is less, for an extended or serious illness; provided, however, that for such additional period such person shall receive each day’s salary less the pay of the substitute, if a substitute is employed, or the estimated cost of the employment of a substitute, if none is employed. A day’s salary is defined as 1/240ths of a twelve (12) month member.

3. Members absent from school because of accidental injury arising out of or in the course of employment shall receive a full salary and all other benefits as if they were present, on condition that they turn over to the Board all monies received from the compensation carrier of the Board for temporary disability. It is expressly understood that all money received for permanent disability shall be retained by the member.
4. The Superintendent may require a member to furnish a physician's certificate of illness before allowing pay for days absent on account of personal illness. In each case in which he does not require a physician's certificate, he shall require the member to furnish a signed statement certifying to personal illness which shall be made on official forms prepared by the Superintendent and shall be kept on file.
5. The rules governing sick leave pay of members who are absent on account of illness shall apply to the cases of members who are unable to report for duty on the first day of school at the beginning of the school year. Members who are unable to report for duty on the first day of school, due to personal illness shall notify the Superintendent and shall furnish a physician's certificate.
6. Members hired on or after October 1<sup>st</sup> of any school year shall have their sick days pro-rated at the rate of one (1) day per full month of service.

**H. Personal Leave Days**

1. All members are entitled to three (3) personal leave days. In each year of this Agreement, members may carry over two (2) unused personal days and convert them to two (2) sick days per year. Personal days shall not be used preceding or following a school break.

**I. Maternity Leave**

1. Any female member, upon becoming aware of a pregnancy shall, during the fourth month of pregnancy, report same in writing to the Superintendent of Schools and also state the expected date of birth.
2. Said member need not but may apply for a leave of absence at her own discretion. This leave will not be denied by the Board upon proof of pregnancy. Said voluntary leave of absence shall be up to two (2) full consecutive school years.

An initial leave request must be from the date of commencement until the end of the current school year. A subsequent extension for all of the following school years may be requested and granted. In all such instances, however, a leave and/or extension of a leave must end with the conclusion of a school year and the member must return to work at the commencement of the following school year.

3. (a) A pregnant member not applying for a leave of absence who continues to work shall upon the sixth month of pregnancy present a certificate of physical fitness from her doctor. A new certificate shall be presented in the seventh month and shall be submitted

every two weeks thereafter. During the ninth month, a new certificate shall be submitted weekly.

- (b) Member agrees to submit to medical examination by a physician of the Board's choice whenever the Board requests same. Board agrees, however, that it will not request its own medical examination unless it has concluded through its supervisory personnel that it believes that the members is physically not capable of performing her duties or that her physical well being is endangered. The Board's conclusion through its personnel in this respect shall be final.

- 4. The Superintendent of Schools shall not remove any tenured or nontenured member from her duties during her pregnancy, or prevent her from resuming her duties, as the case may be, except on one of the following grounds:

- (a) The Superintendent has found that her work performance has noticeably declined by reasons of the pregnancy, but before relieving her of her duties, the Superintendent shall give the said member an opportunity to be heard on the matter;
- (b) Any other just cause as a result of her condition, but the Superintendent's decision may be appealed as provided for in the Grievance Procedure; or
- (c) The pregnant member cannot produce a certificate from her physician that she is medically able to continue working.



5. The Board's physician and the member's physician agree that she cannot continue working or that she is not yet ready to come back for work. However, if there is a difference of medical opinion between the two physicians, then they shall agree in good faith upon a third impartial physician who shall examine the member and whose medical opinion shall be conclusive and binding on the issue of medical capacity or ability to resume working. The fee of the third impartial physician shall be borne equally by the Board and the member.
6. Any member employed by the Board who adopts an infant shall be eligible for a Child Rearing leave if he/she so requests, not to exceed eighteen (18) months. This provision shall apply only to one member of the family.
7. All maternity leave, voluntary or involuntary, shall be without pay.
8. A nontenured member shall not be eligible to a leave of absence beyond the contract school year in which the leave was obtained.
9. All seniority rights shall be maintained during the period of maternity leave.

**J. Military Leave**

1. Military leave shall be granted in accordance with all applicable federal and state laws and executive orders that are in effect at the time of the leave.

**K. Sabbatical Leave**

1. Sabbatical leave shall not be granted for the purpose of engaging in gainful occupations or for the study of another trade or profession.
2. A sabbatical leave of absence may be granted by the Board to any member as defined in the salary guide, employed by the Board serving on an annual salary, for the purposes of study or travel in accordance with these rules:
  - (a) “Study” as used herein shall mean study at an institution of higher learning. Evidence of matriculation shall be submitted by applicants to the Superintendent. Courses to be taken by applicants during their sabbatical leave shall be subject to approval of the Superintendent. Not less than eight (8) college credits shall be taken during each semester of the sabbatical leave beginning September 1<sup>st</sup> and ending June 30<sup>th</sup>. A leave may be taken for the purpose of writing a dissertation for a doctor’s degree.
  - (b) “Travel”, as used here, required the applicant to travel for specific educational and cultural purposes. A proposed itinerary shall be submitted for approval of a recommendation to the Board of Education by the Superintendent. A report shall be submitted to the Superintendent after completion of sabbatical leave.

3. In order to be eligible for a first sabbatical leave for study or travel, a member shall have served in the Perth Amboy Schools for at least seven (7) consecutive years immediately preceding the beginning of the proposed sabbatical leave. A member who shall have had a sabbatical for study or travel may apply for a second sabbatical leave for study or travel not earlier than seven (7) years from the close of the first sabbatical leave provided these seven (7) years represent seven (7) consecutive years of teaching in the Perth Amboy Public Schools.
4. Application for sabbatical leave shall be submitted to the Board through the Office of the Superintendent on official forms prepared for that purpose and shall be for a period of not less than three (3) months nor more than one (1) year. Applications for sabbatical leave must be submitted to the Superintendent not later than sixty (60) days prior to the first day of the leave of absence.
5. Applications shall be considered in the order of their receipt in the Superintendent's Office. However, not more than one (1) principal or vice principal, and one (1) supervisor or certified director shall be on sabbatical leave during any one semester.
6. Requests for withdrawal of application for sabbatical leave must be in the office of the Superintendent not less than thirty (30) days prior to the first proposed day of the leave of absence.

7. Within one (1) month after resumption of service following the termination of a sabbatical leave for study or travel, each member shall submit to the Superintendent, on a form provided for that purpose, a report on the manner in which the sabbatical leave was spent.
8. A member granted a sabbatical leave shall receive one-half (1/2) of the salary which he or she would have received, if working.
9. Any and all rights and privileges including salary increments to which a member in regular employment is entitled shall not be forfeited or impaired by reason of sabbatical leave, but shall be in full force and effect.
10. If a sabbatical is interrupted by serious accident or illness, this fact shall not prejudice the member against receiving all benefits provided for under the terms of the sabbatical, provided the Superintendent was notified of the accident or illness by registered mail within ten (10) days of its occurrence.
11. If a member on sabbatical leave ascertains she is pregnant, she shall report this fact to the Superintendent immediately and shall be transferred to maternity leave as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave.

**L. Absence on Account of Death in the Immediate Family**

In case of death of a member of the immediate family (immediate family as herein used means parents, brothers, sisters, own children, husband or wife, grandparents and grandchildren of any member, mother-in-law, father-in-law, step-parents, step-brothers, step-sisters, stepchildren, or the death of any person who has lived

in the member's home as a member of the household for some time preceding death such) member shall be excused, without loss of pay, of a period not exceeding one (1) calendar week. This allowance shall not extend beyond the seventh (7<sup>th</sup>) day following the day of the death. In case of death of aunts, uncles, brother-in-law, sister-in-law, nieces or nephews of any member, such member shall be excused without loss of pay for a period not to exceed two (2) school days, provided the two (2) days come within five (5) days following the date of death.

**M. Quarantine**

Members absent from school by reason of quarantine by the Board of Health shall not suffer deduction in pay because of such action.

**N.** Members may be permitted, with pay, to attend the funeral services of a deceased teacher from their own school faculty or of a member from another school; however, it shall be the sole discretion of the Superintendent concerning the number and the specific staff members.

**O. Professional Days**

The Superintendent may, at his discretion, allow members to attend education meetings with pay. Upon return from approved educational meetings, the member shall file a written report to the Superintendent within three (3) school days.

The Superintendent may grant a member's request for professional visiting days during the school year without loss of pay under the following provisions:

1. The member's application for permission to visit a school shall be made in writing to the Superintendent.

2. Permission shall be granted only with the written approval of the member's principal, if such is applicable.
3. Within three (3) days after the visit, the member shall make a written report of the visit in duplicate: one (1) copy for his immediate superior, and one (1) copy for the Superintendent.

**P.** A member shall be excused from employment at all times the member is required to be present for jury service in any court of this State, any court of another state, or any federal district court or in the United States District court for New Jersey and shall suffer no loss in pay.

**Q.** The Board will continue to provide that which is required by law to any member required to take a selective service examination.

**R.** The Board will continue to provide that which is required by law to any member on temporary restrictive active reserve duty.

**S.** **Extension of Leave of Absence**

There shall be no extension of leaves of absence beyond the ending date of such leaves except by action of the Board of Education. Every request for extension shall be considered individually, on its own merits, and without regard to precedent.

**T.** **Payment for health benefits coverage**

1. All presently entitled employees with Board-paid single/dependent coverage continue to be so entitled.

2. All employees currently in the shared-cost timetable for dependent coverage established for July 1, 2002 shall remain in that timetable until they have completed year 5 of participation, or until June 30, 2008, whichever is sooner. They shall also enjoy a one-time only option to transition into the new shared-cost timetable, pursuant to the terms and conditions defined therein. Those who have not yet completed 5 years on June 30, 2008 shall be subject to the terms and conditions for healthcare benefits identified in the contract beginning July 1, 2008.
3. Employees hired on or after July 1, 2005 shall be bound by the following terms and conditions:
  - a. The employees shall enjoy access to single-only coverage for a healthcare package with medical/hospital/surgical/major medical/prescription drug/vision/dental paid in full by the Board.
  - b. Dependent coverage for the healthcare package, if elected is to be paid for by the Board and the employee in a new shared-cost timetable identified below.
  - c. Vision and Dental coverage for the employee's eligible dependents shall be provided by the Board after 5 years of employment in Perth Amboy.
4. The new shared-cost timetable for dependent healthcare benefits for employees hired on or after July 1, 2005 shall be:

In years 1 to 3 of participation, the Board pays 75%, the employee pays 25%

In years 4 to 9 of participation, the Board pays 90%, the employee pays 10%

In year 10 of participation, the Board pays 100%, the employee pays 0%

5. Include Birth Control medications/devices as Covered Expenses under our plan. Amend the age that dependents remain eligible for coverage from 21 to 23. Dependents who are full-time students remain eligible for coverage regardless of age. Establish a flexible spending plan, allowing for the pre-tax contribution of funds to be used in payment of anticipated expenses. Write in broadest possible terms, pursuant to IRS regulations. Identify the 125 plan language changes and establish compensation levels for waived coverage.

The Board will establish an approved Chapter 125 Plan and employees may opt out of the Health Insurance Plan. Employees who opt out of single coverage will receive a payment of \$1,500 and an employee who opts out of family coverage will receive a payment of \$2,000. The above-mentioned payments will be pro-rated based upon the month that the employee opts out. As a result of a “life change” (birth, death, divorce, loss of primary medical benefits) an employee will have the opportunity to enter the medical plan provided by the board, but will forfeit the compensation listed above. The employee must inform the Board Office of any changes in their situation as it pertains to the benefits in this section. As a result of a “life change”, the employee may re-enroll in the medical benefits program at any time during the year.

An employee may re-enroll in the medical benefits without having a “life change” during the open enrollment period (October 1 through October 31). However, the benefits will not take effect until the following school year.



NOTE: for example, if the employee enrolls in October 2005, the benefits will begin in September, 2006.

An employee may opt out of the medical benefits program at any time during the year upon completion of a medical benefits waiver form, which can be obtained from the Board Office, and submissions of this form and a copy of the employee's current medical insurance card. The amount of compensation that the employee would receive will be prorated depending upon when they waive their benefits. If any employee has never been enrolled in the benefits program or is a new employee, they shall be entitled to waive benefits for single coverage only.

6. Disability Income Insurance

The Board agrees that administrators may opt to authorize payroll deductions to purchase disability income protection insurance through a carrier designated by the Board. Such purchase shall be subject to the terms and conditions identified by the carrier.

U. The total number of vacation days shall be 23 annually. Anyone hired as an administrator after July 1, of any year shall be granted prorated amount of vacation on the following July 1, for that school year. Vacation days may be used anytime with the approval of the Superintendent.

V. 1. Perfect Attendance

Employees achieving perfect attendance in any school year during this Agreement shall be compensated @ \$600.00, as per local history with the

exception of professional, bereavement, jury service, and approved vacation absences.

2. Exemplary Attendance

Employees achieving exemplary attendance in any school year during this Agreement shall be compensated @ \$500.00. Exemplary attendance is earned by those employees who are absent no more than one (1) day in any school year due to illness and/or personal business, but with the exception of professional, bereavement, jury service and approved vacation absences.

- W.** 1. Administrators and supervisors as defined in Title 18A, who retire from the Teachers' Pension and Annuity Fund or the Public Employees' Retirement System, shall be entitled to a reimbursement of all accumulated sick leave as follows:

Employees shall be paid at their current per diem rate subject to a maximum of \$30,000. for all three years of the contract. To be eligible for any reimbursement, retiring employees must have a minimum of fifty (50) accumulated sick days at retirement. Reimbursement will be payable in July, with the following employee options:

(a) 100% in first year following retirement; (b) 100% in second year following retirement; (c) 50% in each of the first and second years following retirement.

2. Days in excess of the needed to reach the maximum prevailing ceiling shall be "traded-in" for Board-paid vision and dental coverage for the retired employee only, with every fifteen (15) days equal to one (1) year of

extended coverage. Extended coverage shall apply to full calendar years only; accumulations of less than fifteen (15) days shall have no value and are forfeited. Should the retiree predecease exhaustion of the accumulation's value, any remaining value expires. Retirees may arrange to purchase vision and dental coverage through the Board for eligible dependents during their own benefit entitlement period and for themselves and their eligible dependents at the conclusion of their benefit entitlement period.

3. Members applying for a deferred retirement will be eligible to receive compensation for unused sick days in accordance with the provisions described above which are in effect at the time employment terminates. Payment will be rendered to member on the date he is eligible to receive pension payments as certified by the Teachers' Pension & Annuity Fund or the Public Employees' Retirement System. It is the responsibility of the member to provide proof of pension certification to the Board of Education office in order to receive compensation.
4. Upon the death of a member who has served in the District for ten (10) years, the member's beneficiary shall receive the amount due to the member under this sick leave reimbursement clause.

**ARTICLE VI**  
**DUES DEDUCTION**

- A.** The Board agrees to continue the practice of deducting from the salary of the member dues for the Association. Such members must voluntarily authorize the Board to make such deductions on the proper form provided and such monies shall be transmitted to the Association. In the event dues deductions are not made due to clerical errors, the Board will be so notified by the Association and proper action will be taken the following month.
  
- B.** The Board of Education shall pay the full cost of national and state dues for Principals and Supervisors Association. The amount of said dues shall be provided to the Board by the Association. No dues other than those specified herein shall be paid by the Board.
  
- C.** The Association agrees to save the Board harmless and relieves the Board and all its officers from any liability for any transmission of funds from an employee to the Association in accordance with its obligations under this Agreement.

## **ARTICLE VII**

### **REDUCTION IN FORCE**

The Board shall be bound by the seniority provisions contained in the law concerning reduction in force. Any dispute by a member concerning the implementation of these provisions shall be raised exclusively before the Commissioner of Education.

## **ARTICLE VIII**

### **BOARD RIGHTS**

In addition to Board rights otherwise described herein, the Board reserves, but it is not limited to, the following additional rights, subject to the language of the Agreement and applicable laws and regulations.

- A.** The right to direct members of the school district.
- B.** To hire, promote, transfer, assign and retain a member in positions in the school district and to suspend, demote, or discharge. Any other disciplinary action may be taken upon just cause.

Except in cases of emergency or vacancy, an Administrator or Supervisor involuntarily transferred or reassigned shall be notified by July 1<sup>st</sup> for a position which he/she shall be required to assume any time between July 1<sup>st</sup> and September 1<sup>st</sup>.

- C.** To relieve members of duty because of lack of work or 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 IX**

### **FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and Settlement by the parties of all negotiable issues which were or could have been the Subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement.

## **ARTICLE X**

### **MISCELLANEOUS PROVISIONS**

- A.** All members of the unit shall be required to indicate their presence for duty by placing their initials opposite their name in the appropriate faculty roster of their regularly assigned school or office. However, should any member elect to initially report to any other school at the beginning of the school day or leave from any other school at the end of the school day, said member shall be required to make the appropriate communication to that member's regularly assigned school. In addition, if any member of the unit moves from one school to another during the school day, said member shall be required to indicate the time of arrival and departure for each school visited.
- B.** In most cases where new personnel are being considered for employment, the Principal or Supervisor to whom the perspective member will be reporting will participate in the screening process of applicants and his recommendation will be considered when applicable. The Board retains the right to determine who will be hired in all instances.
- C.** If any provisions of this Agreement or any application of this Agreement to any member or group of members is held to be contrary to law, then such provisions 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 effect.



- D.** Any individual contract between the Board and an individual member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its terms, shall be controlling.
- E.** The duration of this Agreement shall be from July 1, 2005 to June 30, 2008.
- F.** Members shall be eligible for direct deposit of paychecks.
- G.** The Association will be given the opportunity to have input into the preparation of the School District Calendar.

**APPENDIX A  
SCHEDULES**

**1. RATIO GUIDE**

<b>RATIO OF CURRENT SALARY TO MAX</b>		<b>% INCREASE</b>
<b>FROM:</b>	<b>TO:</b>	
0.0%	49.99%	7.5%
50%	79.99%	6.25%
80%	84.99%	5.0%
85%	89.99%	3.75%
90%	94.99%	2.5%
95%	99.99%	1.25%
100%	100.00%	0.0%

**2. NUMERICAL POSITION FACTORS**

<b>POSITION</b>	<b>2005-2008 FISCAL YEAR FACTORS</b>
High School Principal	1.45
Upper Elementary/Middle School Prin.	1.40
Elementary Principal	1.35
Director	1.35
High School Vice Principal	1.30
Upper Elementary/Middle School V.P.	1.25
Elementary Vice Principal	1.23
District Supervisor	1.20
Assistant Director	1.30

### 3. SALARY SUMMARY 2005-2008

	FACTOR	MIN	MAX
		SALARY	SALARY
<b>2005-2006</b>			
HSPRIN	1.45	\$ 109,330	\$ 136,663
UE/MSPRIN	1.4	\$ 105,560	\$ 131,950
ELEMPRIN	1.35	\$ 101,790	\$ 127,238
DIRECTOR	1.35	\$ 101,790	\$ 127,238
HSVICE/AsstDir	1.3	\$ 98,020	\$ 122,525
UE/MSVICE	1.25	\$ 94,250	\$ 117,813
ELEMVICE	1.23	\$ 92,742	\$ 115,928
DISTSUPV	1.2	\$ 90,480	\$ 113,100
<b>2006-2007</b>			
HSPRIN	1.45	\$ 112,194	\$ 140,242
UE/MSPRIN	1.4	\$ 108,325	\$ 135,406
ELEMPRIN	1.35	\$ 104,456	\$ 130,570
DIRECTOR	1.35	\$ 104,456	\$ 130,570
HSVICE/AsstDir	1.3	\$ 100,588	\$ 125,734
UE/MSVICE	1.25	\$ 96,719	\$ 120,898
ELEMVICE	1.23	\$ 95,171	\$ 118,964
DISTSUPV	1.2	\$ 92,850	\$ 116,063
<b>2007-2008</b>			
HSPRIN	1.45	\$ 114,804	\$ 143,505
UE/MSPRIN	1.4	\$ 110,845	\$ 138,556
ELEMPRIN	1.35	\$ 106,886	\$ 133,608
DIRECTOR	1.35	\$ 106,886	\$ 133,608
HSVICE/AsstDir	1.3	\$ 102,928	\$ 128,659
UE/MSVICE	1.25	\$ 98,969	\$ 123,711
ELEMVICE	1.23	\$ 97,385	\$ 121,732
DISTSUPV	1.2	\$ 95,010	\$ 118,763

Minimum for each position shall be determined by multiplying the factor and the MA+30 maximum on the teacher salary guide. Maximum for each position is determined by multiplying the minimum by 1.25.

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