

PROPOSED NEGOTIATIONS AGREEMENT – February 25, 2013

**UPPER FREEHOLD REGIONAL
BOARD OF EDUCATION
and**

**UPPER FREEHOLD REGIONAL
ADMINISTRATORS ASSOCIATION**

July 1, 2013– June 30, 2016

ARTICLE I

RECOGNITION

- 1.1 In accordance with Chapter 123, Public Laws of 1974, the Board of Education recognizes the Upper Freehold Regional Administrators Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for the following administrative personnel, employed by the Board of Education:

Principals, Vice Principals, Supervisors and Directors
- 1.2 All other individuals employed by the Board of Education not specifically enumerated above are excluded from the negotiations unit.
- 1.3 Unless otherwise indicated, the term Administrator, when used hereinafter in this agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined.
- 1.4 The term "Association" as referred to hereafter in this agreement shall refer to the Upper Freehold Regional Administrators Association.

ARTICLE 2

NEGOTIATIONS PROCEDURE

- 2.1 The parties agree to enter into collective negotiations with binding arbitration over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of administrative personnel. Such negotiations shall begin no later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all members, be reduced to writing, be signed by the Board and the Association.
- 2.2 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.
- 2.3 The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.
- 2.4 Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment are applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits existing prior to its effective date.

ARTICLE 3

GRIEVANCE PROCEDURE

3.1 Definition

A grievance is to be defined as a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract or any questions relating to terms and conditions of employment.

3.2 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.

3.3 Procedure

3.31 A grievance may be filed by an individual member, a group of members, or by the association.

- 3.32 A grievance will be considered initiated when a grievant discusses the grievance with his/her immediate supervisor, except in the case where the association is the grievant, then it shall be initiated at the next step. If the grievance is not resolved within seven (7) working days after the discussion, the grievance shall be submitted in writing to the Superintendent of Schools. The Superintendent shall schedule a hearing with the grievant within seven (7) working days after receipt of the written grievance. If the grievance is not resolved within fourteen (14) calendar days, in writing, the Superintendent shall schedule a hearing with the board of education within thirty (30) calendar days. The board shall render a decision in writing within ten (10) working days.
- 3.33 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 and the grievance must be filed with the N. J. Public Employment Relations Commission within that same time period. The arbitration shall be conducted pursuant to the rules of the N.J. Public Employment Relations Commission. The arbitrator shall limit himself to the issues submitted to him. He can add nothing to, nor subtract anything from, the Agreement between the 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.

ARTICLE 4

ADMINISTRATOR RIGHTS

- 4.1 The Board and the Association recognize the right of Administrators to join or to refrain from joining this employee organization.
- 4.2 The Board and Association agree that there shall be no reprisal of any kind taken against any administrator by the reason of his/her membership in or refusal to join the Association.
- 4.3 When the Board of Education requires an Administrator to appear before such body for a disciplinary hearing, said Administrator shall be advised of reasons, in writing, at least five (5) working days prior to such meeting, and shall be entitled to have a person of his/her own choosing present to advise and represent him/her. This procedure is not meant to restrict, limit, or bypass the provisions of New Jersey Statutes Title 18A:25-7.
- 4.4 No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause, as defined in the statutes. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and limitations as set forth in Article III.

ARTICLE 5

INSURANCE COVERAGE

- 5.1 The Board of Education shall provide medical, dental and prescription coverage for both employee and dependents where applicable, in accordance with the State of New Jersey Direct 10 Medical and Prescription Plans and the Delta Dental plan.

Those staff members who work 25 or more hours per week will continue to be eligible for and entitled to insurance coverage.

Any employee who elects to waive medical benefits will receive, in lieu thereof, the following cash payments:

Single Coverage	\$1250
Parent/Child	\$1500
Husband/Wife	\$2000
Family	\$2250

Any employee who elects to waive dental or prescription benefits will receive, in lieu thereof, the following cash payments:

Dental	\$150
Prescription	\$250

- 5.2 Family coverage In the Employee Assistance Program shall be provided at no cost to the Administrator.
- 5.3 Paid disability insurance shall be provided in the amount of 75% of the basic monthly earnings, with a 60-calendar day elimination period.
- 5.4 Each administrator shall receive a Supplemental Health Benefit providing reimbursement of up to \$900 to cover those medical, dental and vision, expenses not covered by the Upper Freehold Regional District's Health Benefit or Workers Compensation plans.

ARTICLE 6

VACATIONS

- 6.1 A maximum of twenty-two (22) earned vacations days per annum shall be provided to administrators, accruing at the rate of two (2) vacation days for each month of employment.
- 6.2 Approval of vacation, professional, or compensatory time that equals three or more consecutive school days must be requested of the superintendent three (3) weeks in advance of the requested leave. In any case leave requests (excluding any medical LOA) that exceed

five (5) consecutive school days when school is in session generally will not be granted. The superintendent may waive this requirement for good and sufficient reason.

Vacation Days Carry Over and Buy Back Example

	July 1, 2013-2014	July 1, 2014-2015	July 1, 2015 – 2016	July 1, 2016-2017 New Contract Begins
Total Vacation Days Brought Forward	+36	+24	+12	0
Total Vacation Days Earned for new school year	+22	+22	+22	+22
Total Vacation Days in Bank	+58	+46	+34	+22
Buy Back Days Up to 12 days eligible	-12	-12	-12	0
Vacation Days Remaining	46	34	22	22
Vacation Days Used	-22	-22	-22	-22
Vacation Days Available to bring Forward	24	12	0	0

- 6.3 A schedule of requested tentative vacation days that will be taken over the summer will be submitted to the Superintendent for approval no later than May 31 of the current year.

Administrators shall not be required to work on any school holidays.

- 6.4 Administrators may elect to buy out vacation days over a three year period beginning on July 1st, 2013 until June 30, 2016 up to a maximum of twelve (12) days per year. Vacation days carry over and buy back will be computed at the administrator's daily rate of pay as of June 30th of that contract year. As of July 1st, 2016, each administrator will be awarded twenty-two vacation days for that contract year with a maximum vacation bank capped at twenty-two (22) days in any given contract year. Buy back of unused vacation time expires on June 30, 2016.

ARTICLE 7

COURSE REIMBURSEMENT

- 7.1 Requirements and Procedures: In order to be eligible, a member must:
- 7.11 Possess a NJ Supervisor, Principal or School Administrator certificate.
 - 7.12 Possess a BA or BS degree
 - 7.13 Present evidence in the form of an official college transcript or in-service "Professional Improvement Course Certificate" from the college, which gives evidence of successful completion of the course(s).
 - 7.14 The course must be pre-approved by the superintendent and be completed between July 1, 2013 and June 30, 2016.
 - 7.15 Be employed by the Board of Education at the time that reimbursement is to be made.
- 7.2 Schedule of Limits:
- 7.21 Reimbursement will be the cost of tuition and fees up to the maximum of \$5,500 a year for 2013 - 2016.

Requests for reimbursement should be submitted to the Superintendent. Effective for all administrators hired after June 30, 2006, a return of service obligation shall apply to administrators receiving tuition reimbursement. Following the receipt of each tuition reimbursement payment, the administrator shall be required to remain employed in the district for a period equal to two contract years. In the event the administrator fails to

remain employed in the district for the required period of service, repayment shall be made to the Board of Education at the following rates:

- (a) Less than 1 year of employment after reimbursement- 100% repayment;
- (b) More than 1 year, but less than 2 years of employment after reimbursement- 50% repayment.
- (c) Upon 2 years of employment after reimbursement- No repayment.

The return of service obligation shall not apply in cases of retirement in accordance with TPAF regulations, non-renewal or death.

- 7.23 Payment will be made to the member within thirty (30) days of submission of evidence of satisfactory completion of a course to the Superintendent.

7.3 REIMBURSEMENT FOR CONTINUING EDUCATION

7.3.1 Requirements and Procedures

The requirements and procedures for continuing education reimbursement of any member of the support staff are as follows:

In order to be eligible, a member must:

- (a) Be actively employed by the district at the time the courses are taken.
- (b) Courses will be related to obtaining degrees, certifications, and/or coursework that will maintain or improve job skills, or any other courses related to the field of education or support thereof.
- (c) Intended courses/certification seminars will be presented to the Superintendent for approval prior to course or certification registration.
- (d) Approval of these courses shall not be arbitrarily denied.
- (e) The course(s) must be completed successfully, as evidenced by a grade of "B" or higher or the successful earning of an approved certificate.
- (f) Reimbursement shall be provided within 30 days of submission of required paperwork.

- (g) Present evidence in the form of an official college transcript or in-service "Professional Improvement Course Certificate" from the college and/or supervisor or in the case of non-certified positions, a certification document from a recognized hardware or software firm that provides evidence of successful completion of course(s). In the case of those with a certification of Education Facility Manager and part of this bargaining unit will be able to maintain certification with required coursework.

ARTICLE 8

TRAVEL AND MEAL ALLOWANCE

- 8.1 Employees shall be reimbursed in accordance with the requirements of N.J.S.A 18A:11-12 and the regulations promulgated there under 6A:23A-7.12 for travel as a result of the performance of their administrative duties on voucher submitted.
- 8.2 Administrators shall be reimbursed for meals in keeping with N.J.S.A.18A:11-12 and the regulations promulgated in N.J.A.C. 6A:23A-7.12.

ARTICLE 9

TEMPORARY DAYS OFF

- 9.1 Personal Days - Up to three (3) days of absence for personal, legal, business, household or family matters, including illness in the family, which require absence during school hours may be provided per annum to administrators at the discretion of the Superintendent. Unused personal days will be converted to unused accumulated sick days.
- 9.2 Bereavement Days - Up to five (5) days will be allowed without loss of pay in the event of a death in the immediate family or relative residing in the household, i.e. Grandfather, Grandmother, Father, Father-in Law, Mother, mother-in-law, Husband, Wife, Significant Other, Child, Brother, Sister, or other relative residing in the administrator's household. An allowance of one (1) day per year in case of the death of a relative not heretofore mentioned living outside of household.
- 9.3 Legal Leave Days -Time necessary for appearances in any legal proceeding connected with the member's employment or with the school system shall be provided.
- 9.4 Military Leave - Up to two (2) weeks shall be allowed for persons called into temporary active duty of any unit of the U.S. reserves or the State National Guard. An administrator shall be paid the regular pay in addition to any pay which he or she receives from the State or Federal Government.

- 9.5 In Addition to Sick Leave - Leaves taken pursuant to Article 9 shall be in addition to any sick leave to which the administrator is entitled by law.

ARTICLE 10

SICK DAYS

- 10.1 Administrators are entitled to fifteen (15) sick days per school year. Unused days will accumulate without limit.
- 10.2 Extended Sick Leave - When absence, under the circumstances described in NJSA 18A:30-1, exceeds the annual accumulated sick leave, the Board, in its sole discretion, may grant additional sick days.
- 10.3 Maternity Leave - The board shall grant leaves of absence for medical reasons associated with pregnancy and birth including false pregnancy and termination of pregnancy to pregnant members on the same terms and conditions governing leaves of absence for other illnesses or temporary disabilities as set forth in NJSA 18A:30-1, et. seq. and Title 9 of the Federal Education Act, Amendments of 1972 and the NJ/Federal Family Leave Act. Requests for maternity leave must be submitted at least ninety (90) days prior to the onset of the leave.
- 10.4 A member returning from a leave of absence due to pregnancy, false pregnancy, termination of pregnancy or birth shall be entitled to all benefits to which members returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured member who would not otherwise have been granted tenure or to offer a new contract for a new school year to any non-tenured member who would not have been otherwise offered such a contract.
- 10.5 Accumulated Sick Leave Retirement/Death Benefit Plan - Any administrator who retires/dies or resigns with at least seventeen (17) years of service with the Upper Freehold Regional School District will be compensated for accumulated sick leave at the rate of \$50 per day capped at \$15,000.

Written notice of intent to retire must be submitted to the Superintendent's Office ninety (90) days prior to the issuance of the accumulated sick leave retirement/benefit.

ARTICLE 11

PROFESSIONAL DUES AND REIMBURSEMENTS

- 11.1 The Board will contribute toward the cost of administrators' professional dues to join NJPSA and one (1) national professional association, such as ASCD, NAESP, NASSP, etc. up to the following maximum amounts per year:

2013 - 2016 \$1,000

- 11.2 Each administrator will be allocated \$2,000 per year to attend professional conferences for the purpose of professional growth. Attendance is subject to the approval of the Superintendent.
- 11.3 Under extraordinary circumstances where an administrator is asked to work beyond a reasonable work week, comp time will be arranged at the discretion of the Superintendent.

ARTICLE 12

PERSONNEL RECORDS

- 12.1 An administrator shall have the right, upon request, to review the contents of his or her personnel file. All such actions must be performed in the presence of the Superintendent of Schools.
- 12.2 Where an administrator disagrees with statements placed in his/her personnel file, he/she had the right to indicate his/her disagreement in writing and have such included in his personnel folder.

ARTICLE 13

CHILDREN OF ADMINISTRATORS

- 13.1 Children of Administrators not domiciled in the Upper freehold Regional School District who are enrolled in the Upper Freehold Regional School District shall only be enrolled without payment of tuition upon the recommendation of the Superintendent after considering the impact on the school district in terms of class size, cost and staff workload.

ARTICLE 14

SALARY

A. Administrative Salaries

14.1 Each administrator shall receive salary increases as outlined below:

July 1, 2013 – June 30, 2014	1.9%
July 1, 2014 – June 30, 2015	1.95%
July 1, 2014⁵ – June 30, 2016	2.0%

Salaries shall be included as Appendix A.

14.2 Longevity

Unit members who have completed the listed number of years of service from the date of hire as an administrator shall receive a onetime additional payment to their base salary as listed below:

6 years	\$1000
12 years	\$2000

Unit members who have completed eighteen(18) years of service from the date of hire as an administrator shall receive a onetime additional "Bonus" based upon service above and beyond the general expectations established in their job description as determined by the superintendent of schools. This Bonus does not become part of their salary.

18 years	\$3000
----------	--------

14.3 Educational Training Recognition

Unit members who have acquired the listed levels of advanced training shall receive a onetime additional payment added to their base salary as listed below:

Masters + 30	\$750
Doctorate	\$1250

14.4 Salary Calculation

The salary for subsequent years shall be determined by applying any agreed upon percentage increase to the base salary first before adding any longevity or educational training award achieved in that year.

July 1, 2013 – June 30, 2014	1.9%
July 1, 2014 – June 30, 2015	1.95%
July 1, 2015- June 30, 2016	2.0%

ARTICLE 15

BOARD RIGHTS

The Board of Education reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations to:

- 15.1 Hire, promote, transfer, assign and retain employees in positions in the school district;
- 15.2 Suspend, demote, discharge, or take other disciplinary action against employees for just cause and in a manner which will allow employees due process;
- 15.3 Maintain the efficiency of the school district operations entrusted to it;
- 15.4 Take whatever actions may be necessary to carry out the mission of the school district in situations of emergency;
- 15.5 Relieve employees from duty because of a lack of needed professional services due to an enrollment decline or for other legitimate reasons.

ARTICLE 16

MISCELLANEOUS PROVISIONS

16.1 Coaching

Administrators will be eligible for coaching positions only when no other qualified candidates can be found within the district. There shall be a coaching limit of one (1) unit administrator per season. Appointment shall be upon the recommendation of the Superintendent.

16.2 Summer Work Schedule

Administrators shall work a four-day work week, Monday through Thursday, during the month of July and the first two weeks of August. They shall not be required to report on Fridays during

February 25, 2013

this period (July and first two Fridays in August) and shall suffer no loss in pay. An employee absence on a work day during this vacation period shall be charged at a daily rate of 1.25 days.

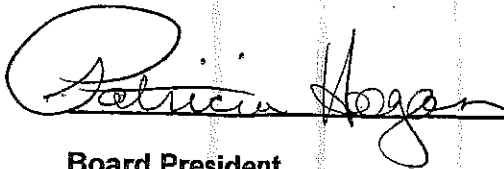
16.3 Other Responsibilities

In the event that any member of the UFRAA assumes the responsibilities of an unfilled stipend position listed in the UFREA Contract, that member will be awarded a stipend for that position upon the recommendation of the superintendent.

Term of Contract-Duration

It is agreed that this contract shall be in effect from July 1, 2013 through June 30, 2016.

For the Upper Freehold Board of Education



Board President

Date _____



Board Secretary

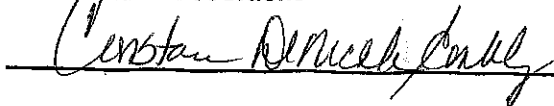
Date 4-29-13

For the Upper Freehold Administrators Association



Association President

Date 4/29/13



Association Secretary

Date 4/29/13