

AGREEMENT
BETWEEN
THE MARGATE BOARD OF EDUCATION
AND
THE MARGATE PRINCIPALS/SUPERVISORS ASSOCIATION

JULY 1, 2014

TO

JUNE 30, 2017

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ARTICLE I
RECOGNITION

A. UNIT

The Margate Board of Education (hereinafter called the "Board") hereby recognizes the Margate Principals/Supervisors Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all certified administrative personnel, excluding the Superintendent, the Business Administrator and/or Board Secretary, all employees considered confidential by law and all other employees.

- B. Unless otherwise indicated, the term "administrators," when used hereafter in the Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

ARTICLE II
NEGOTIATIONS PROCEDURE

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Law 1974, in good faith effort to reach agreement. Such negotiations shall begin not later than December 1 of the calendar year proceeding the calendar year in which this Agreement expires.

B. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. NEGOTIATING REPRESENTATIVES

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations to the extent permitted by State statutes, however, any tentative agreements are subject to ratification by the Board and Association.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A "grievance" is a claim by an administrator or the Association based upon that interpretation, application, or violation of this Agreement, policies or decisions affecting an administrator or a group of administrators.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the administrative staff making 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 administrative staff. Both parties agree that these proceedings will be kept informal and confidential.

C. PROCEDURE

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the grievance must be initiated at step one within ten (10) school days of the occurrence and the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-end Grievances

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, every effort shall be made to complete the procedure as soon as practicable.

3. Level One - Administrator

An administrator with a grievance shall discuss it with the superintendent with the objective of resolving the matter informally. A decision shall be made within five (5) school days in writing.

4. Level Two - Board of Education

If the aggrieved person is not satisfied with the disposition of this grievance at level one, the grievance may be filed in writing with the Board of Education through the Board Secretary within eight (8) school days after the Superintendent's decision. The Board of Education shall make a decision in writing on the grievance within thirty (30) calendar days after receipt of the grievance.

5. Level-Three - Arbitration

If the decision of the Board does not resolve the grievance the satisfaction of the aggrieved and he/she wishes review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within ten (10) school days of receipt of the Board's decision.

6. The Arbitrator

- a. Either party may request either the American Arbitration Association or the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. The parties shall abide by the rules of whichever of the above agencies provides the arbitrator.
- c. The arbitrator shall be limited to the issues submitted for arbitration and shall consider nothing else. He/She can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory.
- d. The following matters are not subject to arbitration: (1) non-renewal determinations; and (2) transfer/reassignment or withholding of increment which are performance based.

D. RIGHTS OF ADMINISTRATORS TO REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option by a representative selected or approved by the association.

E. MEETINGS AND HEARINGS

No meetings and hearings under this procedure shall be conducted in public. They shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV

SALARIES

A. SALARY SCHEDULE

1. The 2014-2015, 2015-2016, and 2016-2017 salary of each administrator covered by this agreement is set forth in Exhibit 1 which is attached hereto and made a part hereof.

B. METHOD OF PAYMENT

1. Twelve (12) months

Each administrator employed on a twelve (12) month basis shall be paid in twenty-six (26) bi-weekly installments.

2. When a payday falls on or during a school holiday or vacation, paychecks shall be prepared and made available for distribution on the last previous working day.

C. INSURANCE PROTECTION

1. Subject to unit members making the contribution toward health benefits required by law, the Board of Education agrees to provide a comprehensive health insurance plan to all eligible employees and their dependants. Such plan shall provide coverage equal or better than the level of benefits currently (July 1, 2014) provided by the School Employees' Health Benefit Program (SEHBP). The employee shall contribute the amount required by S-2937/A-4133 to cost of health coverage.

Notwithstanding the above, should the Board initiate a change from SEHBP to a new health benefit provider or plan, the employee shall

contribute the amount required by S-2937/A-4133 to cost of health coverage.

2. The Board will contribute toward a mutually agreed Dental Plan for all employees represented by the Association as follows:
 - a. Each employee shall be allocated a total of \$70.00 per administrator per month toward the combined premiums of the Dental Plan for the duration of this agreement. The administrator shall contribute, through payroll deductions, any premium amount that exceeds \$840 per year Board contribution

D. SEVERANCE/RETIREMENT

For an administrator who has completed eight years of service with the Margate School District as of July 1, 2014, the following will apply. If the administrator has completed at least 12 years of service in TPAF, and if the administrator voluntarily leaves the school system or retires from the pension system, the administrator will be awarded a one time only grant based on his/her number of unused sick days up to a maximum of two hundred (200) days. The grants will be computed at one hundred twenty dollars (\$120.00) per unused sick leave day.

For an administrator who has completed less than eight years of service with the Margate School District as of July 1, 2014, the following will apply. If the administrator has completed at least 12 years of service with the Margate School District, and if the administrator voluntarily leaves the school system or retires from the pension system, the administrator will be awarded a one time only grant based on his/her number of unused sick days up to a maximum of one hundred and twenty five (125) days, said total grant not to exceed \$15,000.00. The grants will be computed at one hundred twenty dollars (\$120.00) per unused sick leave day.

E. DEATH BENEFIT

In the event of an administrator's death, beneficiaries of the deceased employee -will receive the financial sick leave benefit if the conditions described in Article IV.D. have been met.

- F. Any administrator required to travel to workshops and/or conferences will reimbursed the rate as established by the N.J. Dept of Education, by submitting verification of travel and approval of the Superintendent of Schools in accordance with applicable accountability regulations.

G. FLEXIBLE SPENDING ACCOUNT

The Board of Education will establish an IRS 125 Flexible Spending Account program for staff members. The Board will pay for the initial set up cost and any monthly administrative fees.

ARTICLE V

ABSENCE, LEAVES OF ABSENCE, SABBATICAL

A. SICK LEAVE

1. Accumulative

As of September 1 of each school year, all administrators employed shall be entitled to twelve (12) days of accumulated sick leave per year.

2. Administrators shall be allowed five (5) days leave of absence for illness in the immediate family, i.e. spouse, children, or dependent parents, with full pay. Any unused family illness days after June 30 of each year of the contract shall accumulate as sick leave. In the event of extenuating circumstances, up to five (5) additional days, with pay, may be granted by the Board of Education and/or its agent. All days may be subject to a physician's certificate at the discretion of the Superintendent of Schools.

3. In case of three (3) consecutive days of sick leave claimed, the Board of Education and/or its agent may require a physician's certificate to be filed with the Secretary of the Board of Education.

B. TEMPORARY LEAVES

1. Personal

a. Up to three (3) days leave of absence in any school year may be granted for personal business, legal business, household or family matters, death of a friend or non-member of the immediate family which require absence during school hours. Application to the superintendent for personal leave shall be made at least seven (7) days before taking such leave (except in the case of emergencies) and the applicant shall not be required to state the reason for taking such leave other than that he/she is taking it under this Section. No leave request will be granted the day before or the day after a school holiday except for extenuating circumstances.

b. Unused personal leave shall accumulate at the end of the school year as sick leave.

2. Other

There shall be no deduction of salary for absence occasioned by visiting schools or attending educational meetings under authorization of the superintendent, for non-personal by subpoena legal proceedings, by quarantine where the employee is not ill or for religious observance.

3. Death in Family

Up to five (5) days at any one time in the event of death in the immediate family: spouse, child, in-law child, parent, in-law parent, brother, sister. If taken, the days must be used within 30 days of the death.

4. Compensatory Time

It is agreed that Association members Audrey Becker and Lauren Cohen will be compensated for their total amount of comp days accumulated. The rate of pay will be calculated by their last salary as a teacher by 1/200 to determine their per diem rate.

Audrey Becker has accumulated 46 days which amounts to \$20,785.50 payable over the life of this 3 year agreement. Lauren has accumulated 10 days which amounts to \$4410 payable over the life of this 3 year agreement.

C. Any Administrator who fails to report for duty for a period of three (3) days without explanation shall at the option of the Board be considered to have broken his/her contract.

D. OTHER LEAVES

Administrators may request other leaves of absence without pay. A determination pertaining to such a request is within the sole discretion of the Board.

E. SABBATICAL LEAVES

1. Sabbatical leaves may be granted at the discretion of the Board, for full time study, travel, or other reasons of value to the school system to any administrator who has served in the Margate School District for at least seven (7) years.
2. The administrator shall be entitled to half pay, less deductions, for the full school year, or full pay, less deductions, for one-half school year and must agree to return for a minimum of two years immediately following the leave.
3. Upon return from Sabbatical Leave, an administrator shall be placed on the salary schedule at the level he attained when he/she left and be restored to all benefits.

4. If the administrator does not return after his sabbatical leave, he/she must return one hundred percent (100%) of his/her salary for the Sabbatical year.
5. If the administrator serves only one year, he/she must return fifty percent (50%) of his/her salary for the Sabbatical year.

F. VACATION DAYS

1. Each administrator is entitled to 20 days vacation each year. Vacation days may be taken upon the approval of the superintendent of schools.
2. Unused vacation days may be carried over according to school district Policy #4152 to the extent permitted by law.

ARTICLE VI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. PROVISION

1. The Board will pay eighty-five percent (85%) of the Rowan College Graduate tuition rate for up to six (6) credits per semester or up to fifteen (15) credits per year for graduate courses taken in a degree program in the administrator's field of specialization or for credits taken with the prior approval of the Superintendent of Schools. Reimbursement is subject to the administrator obtaining prior approval of the Superintendent and the administrator obtaining a grade of "B" or better in the course.
2. If the administrator terminates his/her employment with the Margate School District, or if the administrator's employment is terminated by the Margate School District, the administrator will be required to reimburse the Board for tuition reimbursement payments made during the twelve (12) months immediately preceding the termination of employment. If the termination of employment is the result of a reduction in force, the obligation to reimburse the Board for tuition reimbursement payments shall not apply.

ARTICLE VII
COMPLAINT PROCEDURE

A. PROCEDURE

1. Any formal complaint regarding an administrator shall be made to the superintendent who will meet with the administrator and attempt to resolve the matter.
2. If the complaint is not resolved, at the request of the administrator, superintendent or complainant, it shall be submitted to the Board of Education.

ARTICLE VIII
BOARD RIGHTS

- A. Subject to the express written terms of this Agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of New Jersey.
- B. The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of the applicable laws and regulations of the State of New Jersey and the terms of this Agreement.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the New Jersey School Law, commonly known as Title 18A, or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IX
DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 2014 and shall continue in effect until June 30, 2017. Both parties shall have the right to negotiate over a successor agreement as provided in Article IL This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

B. SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

C. SEPARABILITY

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

D. STATUS OF INCORPORATION

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed thereon, on the _____ day of _____.

ARTICLE X

REPRESENTATION FEE

If an employee does not become a member of the Association during any membership near commencing with the first day of September of any calendar year which is covered in whole or in part by this agreement, said employee will be required to pay the representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as a majority representative. Moneys received from this fee can only be utilized to offset these services and not any other purpose. The Association will notify the Board Education, in writing, of the amount of the regular membership dues, initiation fees and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by non-members shall be established by the Administration's Association but cannot exceed 85% of the dues structure. Upon receipt of the list of non-members from the Association, the Board will commence deductions from the salaries of such employees in accordance with the fee as noted above. The Board will deduct the representation fee in equal installments, as nearly as possible, as determined by the School Business Administrator/Board Secretary from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck received following 30-day calendar period after receipt of the list from the Association.

On the day an employee terminates his/her employment the employee's responsibility to pay the representation fee/agency shop fee shall terminate. The Association agrees to indemnify, and save and hold harmless the Board of Education against any all liabilities or actions which may arise by reason of any action taken by the Board in compliance with the provisions of this Article or in reliance upon or interpretation of the provisions of this article by the Board of Education. The Board of Education agrees to give the Association notice in writing of any claim, demand, suit, or other form of action or liability that may arise and said notice shall be sent to the Association president by registered mail, return receipt requested. If the Association fails to hold the Board harmless, save the Board and indemnify the Board any such actions, the Association shall automatically forfeit its agency shop dues deduction privilege.

BOARD OF EDUCATION

President

Secretary

Date

12/4/14

ADMINISTRATORS' ASSOCIATION

President

Secretary

Date

Michelle Carney-Ray

12/2/14

EXHIBIT 1

Salary Schedule

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
<u>Audrey Becker-(Prorated 10/9/2014)</u>	\$110,672.67	\$113,992.85	\$117,412.64
<u>Michelle Carney-Ray</u>	\$116,682.47	\$120,182.94	\$123,788.43
<u>Laureen Cohen-(Prorated pending start date)</u>	\$92,362.00	\$95,133.23	\$97,987.00

The School District will pay up to \$900.00 in dues toward any professional organization chosen by the administrator.