

AGREEMENT

Between

BOARD OF EDUCATION  
OF THE VOCATIONAL SCHOOLS IN THE  
COUNTY OF MIDDLESEX, NEW JERSEY

and

MIDDLESEX COUNTY VOCATIONAL AND TECHNICAL  
PRINCIPALS AND SUPERVISORS  
ASSOCIATION



July 1, 2005 – June 30, 2008

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ARTICLE I

**RECOGNITION**

- A. The Board hereby recognizes the PSA Association as the majority representative for the collective negotiations concerning the terms and conditions of employment only for the following full time certified personnel employed by the Board:

Principals,  
Assistant Principals (Regular and Special Needs)  
Supervisors to include:

Admissions, Public Relations and Equity Services  
Adult Education

**Instructional Services**

Instruction/Career Majors  
Technology  
Director of Adult Education  
Director of Instructional Services  
Director of Technology  
Supervisor of Special Needs

- B. Unless otherwise indicated, the term “Administrator(s)” used hereinafter in this Agreement, shall refer to all professional employees, male or female, represented by the Association as above defined.

**ARTICLE II**  
**RECOGNITION OF BOARD'S RESPONSIBILITIES**

- A. The Association hereby recognizes the Board's right to choose and designate its representatives for collective negotiations concerning the terms and conditions of employment, including, but not limited to, informal preliminary discussions between the Superintendent of Schools and the representatives of the Association. Any proposals presented by either party in such informal preliminary discussions shall not be binding on either party unless incorporated into the signed Agreement.
  
- B. It is understood by all parties that under the rulings of the Court of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
  
- C. The Board reserves to itself sole jurisdiction and authority over matters of policy, subject only to the limitations imposed by the language of the Agreement. The Board is responsible for the control and management of the schools in accordance with laws, and rules and regulations of the State Board of Education.
  
- D. The parties agree to follow the procedures outlined in the Agreement and to use no other channels to resolve any questions or proposal with respect to terms and conditions of employment until the procedures within this Agreement are fully exhausted. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of administrators not inconsistent with the expressed terms of the Agreement and/or *N.J.S.A. 34:13A-1 et seq.*
  
- E. The Board of Education, subject only to the legally enforceable expressed terms of the Agreement, reserves to itself all rights and responsibilities of management of the School Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board are the rights to executive management

and administrative control of the school system and its properties and facilities and employees; to adopt or modify and to post rules and regulations governing working conditions; to hire, assign, promote, transfer and retain employees covered by the Agreement, or to suspend, demote, discharge or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to decide upon the methods and means of instruction and the duties, responsibilities and assignments of administrators with respect thereto, and the terms and conditions of employment generally; to create, abolish, fill or fail to fill any position; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to introduce new or improved methods and facilities; to contract out such goods and services as it deems proper; and to take whatever other actions may be necessary to accomplish the missions of the School District in any situation, subject only to the legally enforceable provisions of this Agreement.

**ARTICLE III**  
**NEGOTIATIONS**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13-A1 et seq. in good-faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment. Negotiations shall begin no later than November 1<sup>st</sup>, or such other date as may be required by the Public Employment Relations Commission, of the calendar year preceding the year in which the existing contract expires.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. It is understood and agreed that the negotiation committees cannot bind their respective principals and that any tentative agreement reached by committee must be ratified by the full Board and the Association.
- C. This Agreement shall not be modified except by an instrument in writing, duly executed by both parties.
- D. If any provision of the Agreement is declared invalid by any Court or by the Public Employment Relations Commission, the remainder of the contract shall remain in full force and effect, and the parties shall meet to negotiate the provisions declared invalid.
- E. This Agreement represents and incorporates the complete and final settlement by the parties of all issues, which were or could have been the subject of negotiations. During the terms of this Agreement neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- F. Terms and conditions of administrators' employment which are not expressly set forth in this agreement shall be fixed by the provisions of Board Policy as now in effect or hereafter adopted by the Board, subject only to any obligation to negotiate changes in such terms and conditions of employment as may, except for the existence of this paragraph, be mandated by *N.J.S.A. 34:13A-1 et seq.*

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

A. Definitions:

1. A “grievance” is a claim by an administrator of the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting an administrator or a group of administrators. The term “grievance” shall not include or apply to any matter: (a) which is a complaint of a non-tenure administrator arising by reason of his or her not being re-employed; or (b) which is a complaint by any administrator occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not required.
2. An “aggrieved person” is the person or persons of the Association making the claim.
3. A “party in interest” is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose:

1. This procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.
2. Nothing herein contained shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate supervisor of the

administrator, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement.

3. Since it is important that grievances be processed promptly, the number of days permitted for responses or appeals to the next level shall not be considered as merely procedural, but shall be deemed of the essence. Any grievance shall be considered settled on the basis of the last answer of the Board or its representative if not appealed to the next step within the time limits set forth herein. If no response is given by the representative of the Board within the time specified, the grievance shall automatically be moved to the next level. The time limits may be extended by written agreement between the parties.

C. Procedure:

1. Level One

- (a) An administrator with a grievance shall first discuss it with his or her immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
- (b) A grievance under Level One must be initiated within twenty (20) school days after the occurrence of the facts of the grievance, and/or the grievance shall be deemed to be settled and the right to further processing under this procedure waived.

2. Level Two

- (a) If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One; or, if no decision has been rendered within five (5) school days after presentation of the grievance, he or she may file the grievance in writing with the Association's designed representative. Within five (5) school days after receiving the written grievance the Association's designated representative may refer it to the Superintendent of Schools.
- (b) The submission to the Superintendent shall contain a written statement setting forth:

- (1) The nature of the grievance.
- (2) The nature and extent of the loss, injury or inconvenience, and the remedy requested.
- (3) The results of previous discussions.
- (4) The stated dissatisfaction with the decision previously rendered.
- (5) Documents and information relevant to the grievances, which are within the custody of the Association.

### 3. Level Three

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been reached within ten (10) school days after the grievance was delivered to the Superintendent, he or she may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association's designated representative submit his or her grievance to the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related correspondence and forward the request to the Board. A committee of the Board shall review the grievance, and may, at its option, schedule a meeting for the purpose of attempting to reach a mutually acceptable resolution of the grievance, or it may elect to hold a hearing with the grievant. The Board shall render a decision in writing within twenty-five (25) school days of receipt of the request.

- D. A claim shall only be processed beyond Level Three if such a claim does pertain exclusively to the interpretation, application, or violation of the expressed terms of the Agreement.

### Level Four

- (a) If the grievance is not resolved to the satisfaction of the aggrieved party, and the Association feels the grievance has merit, and if the grievance pertains exclusively to alleged misinterpretation, inequitable application or violation of any of the expressed provisions of the Agreement, the grievance may be submitted to the Public Employment Relations Commission for advisory arbitration by a written notice of the Board within five (5) working days following receipt of the Board's written disposition of the grievance.
  - (b) The decision of the arbitrator shall be in writing and shall set forth his or her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which required the commission of an act prohibited by or violative of any law, or which is violative of the terms of this Agreement. The arbitrator shall have no power or authority to add to nor to subtract from or to modify any of the terms of the Agreement, nor shall he or she in any case have the power to rule on any issue or dispute which is not an arbitrable grievance by law or as defined in this Article, or which is expected from this grievance procedure or arbitrator's review by law or by any other provision of the Agreement, or any decision provided by this Agreement to be made in the discretion of the Superintendent or the Board. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory only.
  - (c) The costs for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association.
- E. All employees, including the grievant, shall fulfill all obligations of employment during the processing of grievance at all levels.
  - F. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

- G. The disposition of any grievance at any steps of the procedure by agreement between the Association and the Board shall be final and binding upon the grievant or other persons who are involved or affected thereby. Any interpretation of the Agreement agreed upon by the Board and the Association in writing shall be final and binding upon all those covered by this Agreement and the Board of Education.
  
- H. Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or at his or her option, by representative(s) selected or approved by the Association. When an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
  
- I. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
  
- J. All meetings and hearings under this procedure shall not be conducted in public, subject to the applicability of the Open Public Meeting Act, *N.J.S.A. 10:4-6 et seq.*, and shall include only such parties in interest and their designated or selected representatives, heretofore, referred to in this Article.

**ARTICLE V**  
**SALARY GUIDE**

- A. The salary guide schedules for all administrators covered in this Agreement are set forth in the Appendix which is attached hereto and made a part hereof.
- B. The Superintendent shall determine the classification of the employee and the proper salary step in accordance with the Salary Guide in effect at the time of entrance into employment or promotion.
- C. Salary adjustments to reflect appropriate step on guide shall take place effective July 1.
- D. Administrators employed on a twelve-month basis shall be paid in twenty-four equal installments.
- E. Commencing September 1, 1994, administrators may individually elect to have a percentage of the bi-monthly contract salary (in \$10.00 increments) deducted from their pay. Such deductions shall be deposited by the Board with the Middlesex County Teachers Credit Union in one lump sum check for each period. The Credit Union shall have the sole responsibility for allocating the funds to the respective administrators' accounts and for disbursing the same to administrators. Administrators desiring to participate shall so notify the Board before July 1, during the designated open enrollment period, and shall at that time specify the amount of the desired percentage deduction. Administrators may make one change per contract year in the amount to be deducted, which change will become effective within three (3) months of receipt by the Board of the administrator's written request for such change. The Association and all administrators electing to have such deductions made, shall save the Board harmless for any losses incurred respecting such deposited funds following transmission of such funds by the Board.

**ARTICLE VI**  
**LEAVES OF ABSENCE**

- A. General Provisions:

1. The provisions of this Article shall be and hereby are agreed to as a guide for the leaves of absence of the full-time Administrators.
2. Every absence must be accounted for in writing and reported to the Superintendent.
3. Absences of less than a half-day for a building based administrator below principal or director level may be excused at the discretion of the principal or director supervising such person and need not be reported in writing.
4. Loss of full pay shall be computed as follows: For all twelve-month employees the daily deduction rate shall be 1/250 of the contract salary.
5. Written requests for absences other than personal illness are to be provided to the Superintendent or his designee at least two (2) days prior to the day of the anticipated absence. In an emergency, the request must be made to the Superintendent or his designee by telephone or other means of communication, and followed with a written request.
6. A report of the absence will be forwarded to the Superintendent in writing with the principal's or other immediate supervisor's recommendation.
7. The Superintendent or his designee shall approve or disapprove the request and notify the employee of the decision either directly or through the principal or other immediate supervisor.

B. Sick Leave:

1. Sick leave is hereby defined to mean the absence from the administrator's post of duty because of personal disabilities due to illness or injury, or because he or she has been excluded by the School District's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
2. Administrators shall be allowed twelve (12) days sick leave per school year.
3. If an employee does not use the twelve (12) days sick leave in any one school year, he or she shall be allowed to accumulate the entire unused portion without limit.
4. Accumulated sick leave shall be reckoned from the date on which the employee was first employed by the school board. If an employee leaves and is re-employed by the Board, his or her accumulated sick leave shall be restored.

5. All administrators absent due to illness shall be required to fill out a form furnished by the Board of Education stating the nature of his or her illness or injury. The Board of Education may, at its discretion, require an administrator to furnish corroboration satisfactory to it, including a physician's certificate of illness or injury.
6. Sick leave time may not be used for any purpose other than personal illness.
7. During each school year (July 1 through June 30) one sick day shall be allowed for each full month of employment, for administrators commencing employment after the opening of school.
  
8. Where an administrator can anticipate the occurrence of a specific future disabling event, such as surgery or pregnancy, he or she shall notify the Superintendent as soon as he or she is aware of the pending condition. The administrator shall specify in writing his or her best estimate of the dates of commencement and termination of disability. At the time of notification, the administrator shall submit a physician's certificate attesting to the disabling condition and specifying the physician's best estimate of the dates of the commencement and termination of the disability.
9. Request for sick leave relating to an anticipated disability shall include dates of onset and return from sick leave.
10. The administrator who anticipates and notifies the Superintendent of a specific disabling event shall become entitled to applicable sick leave benefits. The Board may require certification of such disability.
11. The Board may require that an administrator anticipating a disabling event be placed on sick leave if the administrator's physical condition results in unsatisfactory performance of assigned duties, and/or the continued performance of those duties impair the administrator's health. Such incapacity must be established by agreement of the Board's physician and the administrator's physician that the administrator cannot continue working. However, if there is a difference of medical opinion between the Board's physician and the administrator's physician, a third impartial physician shall examine the administrator and such impartial physician's medical opinion shall be conclusive and binding on the issue of medical capacity to continue working.

12. In exceptional cases and in the sole discretion of the Board of Education, an administrator who is ill or disabled for a greater number of days than the total number of sick leave days that he or she has accumulated may be paid the difference between his or her salary and the pay of a substitute. When granted in an individual case, this additional sick leave with pay shall start the day following the last day of accumulated sick leave.

C. Supplemental Retirement Compensation:

1. Each unit member will receive supplemental retirement compensation, upon retirement from a State administered Pension Fund following service for the number of years required by such pension fund to qualify for retirement benefits, in the amount of \$150.00 for each accumulated unused sick day credited to the administrator as of the date of retirement\*. Written notification of such retirement must be provided by December 1 of the preceding year of retirement to receive this payment upon retirement. If such notice is not provided by December 1 of the preceding year, the Board may postpone payment to the following year.

\*The maximum compensation for accumulated unused sick days will be \$25,000.00.

2. The benefits provided for in Paragraph C.1. shall be paid to the estate of any employee who dies while employed in the District, in the amount to which the employee would have been entitled at the time of his or her death. Such payment will be made within a reasonable period following the furnishing of appropriate proof of death to the Board.

3. Each unit member may transfer supplemental retirement compensation for unused sick days into any existing 403B Plan or TSA Plan conditioned upon compliance by the unit member with appropriate federal and state regulation governing such transfers.

D. Excused Absence Not Due To Personal Illness Or Injury:

1. Death in the Immediate Family

In case of a death in the immediate family, the administrator shall be entitled to a maximum of four (4) consecutive paid days absence without loss of pay, provided no more than two (2) unpaid days intervene, and provided that one (1) of these four (4) days includes the date of the death or the date of the funeral. The immediate family is defined as spouse; parent, brother, sister, child, grandparents, grandchild, mother-in-law, father-in-law, domestic partner or any member of the family living in the same house. The employee shall also be entitled to one (1) day per school year for the death of a member of their extended family.

2. Court or Military Orders

There shall be no loss of pay due to absence caused by compliance with a court subpoena for business directly related to school activities or jury duty or selective service or military directive when compliance is mandatory and must be carried out during school hours. This does not include induction into military service or the meeting of military training requirements as these matters are covered by State Law. Where persons exercising the benefits provided them in this section receive pay for their services performed on jury duty or to comply with a subpoena for business directly related to school activities or mandatory military directive, they will receive their regular pay for such absence less the payment (exclusive of expense monies) received for such services from the court or governmental agency. "Business directly related to school activities" does not include litigation on behalf

of the administrator or the Association and such absences shall be with loss of pay.

### 3. School Business

- (a) There shall be no deduction of salary for absence on official school business or as a result of official school business, which has been assigned and approved by the Superintendent.
- (b) Attendance at a professional meeting or participation in a professional activity, which would be of direct benefit to the school system, may also be approved by the Superintendent under this section.
- (c) The Board shall continue to encourage the growth of professional development for all Administrators for attendance at professional workshops, conferences and conventions.
- (d) An Administrator may request, of the Board, that it permit his or her attendance at one (1) professional development conference or workshop per year at the Board's expense. The Superintendent and/or his/her designee must approve attendance at such conference or workshop in advance. Any disapproval shall be in writing. The decision of the Superintendent, on behalf of the Board, shall be final and not subject to the grievance procedure herein.

### 4. Personal Days

- (a) Three (3) personal days with stated reasons may be granted annually. At least two (2) day's written notice must be provided to the Superintendent, except in the case of a genuine, unanticipated emergency. In case of a genuine, unanticipated emergency, the notice may be oral, but followed with written notification.
- (b) It is intended that these days be available as a reserve for emergent matters and professional purposes only. Where possible, every effort should be made by the Administrator to conduct personal affairs or business outside school hours so that the interruption of the Administrator's service to the District will be a minimum.

- (c) Personal days shall not be taken on any day contiguous with a holiday nor shall use of such days extend any vacation period, without the prior written approval of the Superintendent, which, if granted at all, will be only after good cause has been shown.
- (d) Any of the three (3) Personal days not used in any year shall be converted to accumulated sick leave days, and treated as such.
- (e) Any excused absence beyond these three (3) personal days for reasons covered by this section shall result in loss of pay at the rate of 1/250 per day.

## 5. Maternity Leave

### (a) Definition:

The term “maternity leave” does not refer to involuntary absence from assigned duties solely during the period of pregnancy-related disabilities.

Such an absence is governed by Article VI B of this Agreement.

The term “maternity leave” refers to a voluntary absence from active employment either:

- (1) commencing while the pregnant administrator is physically able to effectively perform her duties and continuing through the period of a pregnancy related disability; or
- (2) commencing after the end of a pregnancy related disability for the purpose of childcare.

- (b) If the anticipated disabling event referred to in Article VI B is childbirth, the administrator may use any sick leave benefits to which she is entitled, in accordance with the provisions of Article VI B of this Agreement.

(c) Maternity Leave Procedures:

Maternity Leave without pay shall be granted by the Board of Education in accordance with the following procedure:

- (1) All initial applications for, and applications for extensions or reduction of, maternity leave shall be made in writing to the Superintendent. Such written request shall specify the date when the administrator wishes to leave to commence and to terminate.
- (2) Maternity leave of absence for non-tenured administrators shall be granted on the same terms as for tenured administrators except that such leave shall not extend beyond the end of her contract year.
- (3) An administrator shall notify the Superintendent in writing as soon as her pregnancy has been medically confirmed but not later than sixty (60) days prior to the leave commencement date. The administrator may apply for maternity leave by furnishing the Superintendent with a certificate from her doctor stating the expected date of delivery. She will be permitted to work as long as her physician certifies in writing to the Superintendent that she is able to continue working. The leave of absence shall end not later than two (2) years from the July following the granting of the leave. The Administrator shall return to her job at the beginning of a school year.
- (4) In the event a vacancy occurs in the area of certification and service of the Administrator on maternity leave, upon and subject to the approval of the Superintendent, the Administrator and the Administrator's physician, the Administrator may terminate her leave and return to work.
- (5) Accumulated sick leave days credited to the Administrator at the commencement of her maternity leave shall be retained until that administrator returns to active service in the district at the conclusion of her leave. The administrator's salary status at time of return shall be the same as it was at the commencement of the maternity leave, unless the administrator shall have completed seven (7) months of service in the year said leave commenced.
- (6) Health care benefits will continue to be paid by the Board during the maternity leave up to one (1) year from the July following the granting of the leave. In

accordance with Title 18A, the Board may require the administrator to be examined by a physician designated by the Superintendent.

- (7) Following the granting of such leave, the administrator may request a reduction of maternity leave. Such request shall be in writing to the Superintendent. The Board may deny or grant such proposed reduction in its absolute discretion. The Board may require the administrator to produce a certificate from her physician stating that she is physically able to work effectively at her assigned duties.
- (8) An administrator who is on maternity leave shall notify the Board in writing, on or before April 15<sup>th</sup>, of the school year preceding the school year in which she is scheduled to return to active employment, of her intention to return to active employment. Failure to do so will be deemed as a resignation from the District.
- (9) Time spent on maternity leave of absence shall not count towards salary guide placement, experience, seniority, sick leave accumulation, etc.

## 6. Sabbatical Leave

- (1) A sabbatical leave of absence may be granted by the Board of Education to a full-time administrator for the purpose of study in accordance with these rules. Study as here used shall mean study at an institution of higher learning recognized as such by the appropriate authorities of the State of New Jersey. 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 the approval of the Superintendent.

- (2) In order to be eligible for a first sabbatical leave, a full-time administrator shall have served as such in the Middlesex County Vocational school system for at least seven (7) consecutive years immediately preceding the beginning of the proposed sabbatical leave. An administrator who shall have had a sabbatical leave may apply for a second sabbatical leave beginning not earlier than the fourteenth consecutive year of employment as a full-time administrator in the Middlesex County Vocational schools system.
- (3) In no case shall a second sabbatical leave be granted for study earlier than seven (7) years from the beginning of the first leave.
- (4) Applications for sabbatical leave shall be submitted in writing to the Board of Education through the office of the Superintendent and shall be for a full school year, viz., July 1 to June 30, or a half-year viz., July 1 to January 31 or February 1 to June 30. Applicants for the full year leave or for the half year leave beginning July 1 must be submitted to the Superintendent not later than the first day of May preceding. Applications for the half-year beginning February 1 must be submitted to the Superintendent not later than December 1. The application must explain in detail why the District would benefit from the proposed study program and the efficiency of the school enhanced by its completion.
- (5) If for any reason the purpose for which the sabbatical leave was granted is not pursued, the sabbatical leave may be

terminated before the date of its expiration by special action of the Board of Education.

- (6) Applications will be considered in the order of their receipt by the Superintendent's office. The manner of consideration, and the granting or denial of sabbatical leaves are in the sole discretion of the Board of Education, which reserves the right to accept or reject any application. The decision of the Board of Education shall not be reviewable.
- (7) Requests for withdrawal of sabbatical leave for the full year or the half year beginning July 1 must be in the office of the Superintendent not later than the first day of June, and requests for withdrawal of a sabbatical leave for the half year beginning February 1 must be in the office of the Superintendent not later than the preceding first day of January.
- (8) Within one month after the resumption of service, following the termination of a sabbatical leave, each administrator shall submit to the Superintendent a written report describing in detail satisfactory to the Superintendent the nature and scope of the courses taken and their relevance to the administrator's role in the school system.
- (9) An administrator granted a sabbatical leave shall receive for the duration of the leave one-half of the salary to which he or she is entitled under the Salary Guide.
- (10) Any and all rights and privileges, including salary increments, to which an administrator in regular employment is entitled shall not be forfeited or impaired by reason of a sabbatical leave but shall be in full force and effect. Accumulated sick leave days shall be retained to the administrator's credit during sabbatical leave. The Board shall continue to pay for health care benefits during the sabbatical leave.

- (11) Each administrator granted a sabbatical leave must agree to return to the school for two (2) years of full-time administrative service after the sabbatical leave is completed.
- (12) Grants, fellowships and awards (but not including reimbursement for books or travel) which, when added to the remuneration provided in paragraph (9) above, would exceed the administrator's present salary for the school year, shall result in a reduction of the sabbatical remuneration to the extent of such excess.

## 7. Other Leaves of Absence

Requests for leaves of absence other than covered heretofore in Article VI must be made in writing to the Board of Education through the Superintendent. Such leaves may or may not be granted. The duration and conditions of the leave, if granted, shall be matters of special action by the Board.

## **ARTICLE VII**

### **VACATION**

- A. Twelve-month full-time administrators are permitted twenty-two (22) days of annual vacation. Vacations are to be taken at such times as shall be approved by the Superintendent. All vacation entitlement must be used within the fiscal year immediately following the year in which vacation was earned, e.g., for vacation earned in 2005-2006, is utilized in 2006-2007. In rare instances, the Superintendent may approve accumulation of five days of vacation in the next succeeding fiscal year, e.g., for vacation earned in 2005-2006 and not fully utilized in 2006-2007, up to and including five accumulated days may be carried over into the 2007-2008 fiscal year if approved by the Superintendent. Except in unusual circumstances, vacation days will be taken when the schools are not in session.
- B. All Central Office Administrators will receive five (5) additional days as compensation for required employment during the winter and spring recesses.



## **ARTICLE VIII**

### **HOLIDAYS**

Each building principal has the primary responsibility to see that secretarial and custodial personnel who are scheduled to be on duty in his or her building during the Winter and Spring recess periods are available and are on duty during such times, and to attend to emergency situations as they arise during such recess periods. At least one building administrator shall be available during the said recess periods in order to perform the referred to functions, which shall include on-site attendance in the building for spot-checks and as may be required for the proper functioning of the building and its staff.

## ARTICLE IX

### VACANCIES AND TRANSFERS

- A. 1. All available administrative positions shall be made known to the Association by the Superintendent as soon as the position becomes available by posting the position for thirty (30) days. For extraordinary circumstances the thirty (30) days posting requirement will be waived.
2. Published information concerning vacancies and new positions shall include job titles and qualifications for the new positions. This information shall be posted on the administrator's bulletin board in each school office, and copies provided for the Association as soon as the position becomes available.
3. All qualified administrators shall be given the opportunity to make application. No position shall be filled until qualified administrators who have applied have been interviewed, except during emergency situations when conditions are beyond the control of the Board.
2. Announcement of any appointment shall be posted in each school office, and a copy provided for the Association.
- B. An administrator who desires a change in assignment shall file a written request with the Superintendent by June 1<sup>st</sup>. The Superintendent will acknowledge the request in writing.
- C. In the case of a proposed involuntary transfer, the Superintendent will discuss the proposed transfer with the administrator involved prior to such transfer, if the administrator is available for such discussion.
- D. Notice of a proposed involuntary transfer will be given to administrators by June 30<sup>th</sup> of the school year that precedes the transfer, unless a later notification is caused by an emergency situation, such as incapacity or death of an administrator, or circumstances unknown to the Board at the time that notice should have been given.

## **ARTICLE X**

### **GENERAL EMPLOYMENT PROVISIONS**

- A. Employment on a twelve-month basis shall start on July 1 of each calendar year and continue through June 30 of the succeeding calendar year.
- B. All full-time administrative personnel are to be available for work or special assignments from July 1 through June 30 unless excused by the Superintendent. Administrators are expected to be on the job no later than 8:30 a.m. and to leave not before 4:30 p.m. Those hours are the normal minimums and may be modified to accommodate special circumstances or District needs. Administrators are expected to remain on duty in order to fulfill all the responsibilities of their positions and to attend to emergency situations as they arise. In order to accomplish the foregoing, administrators work overtime without additional compensation.

## **ARTICLE XI**

### **FRINGE BENEFITS**

- A. The Board shall provide medical and prescription health care coverage for the employee and their family during the term of this Agreement equivalent to such benefits as are currently provided by the New Jersey State Health Benefits Program.
- B. Provisions of the health care insurance program shall be detailed in master policies and contracts carried by the Board.
- C. The Board may substitute other insurance carriers as long as the applicable insurance coverages are equivalent to those then being provided.

## **ARTICLE XII**

### **GRADUATE TUITION REIMBURSEMENT**

Reimbursement by the Board to Administrators pursuing graduate studies shall be under the following conditions and provisions:

1. Credits earned to qualify for additional certification or for a degree higher than the one now held (if any) will be approved by the Superintendent, and credits earned for personal professional improvement inuring to the benefit of the District will be considered for approval by the Superintendent.
2. The Board will pay 100% of tuition costs up to a maximum of a three (3) credit course at the prevailing Rutgers graduate rate per year for approved courses taken during the school year (currently \$402.85/credit for a total of \$1,208.55 for three (3) credits).
3. To insure reimbursement the administrator must obtain written approval in advance from the Superintendent for courses for which reimbursement will be requested.
4. Reimbursement will be made by voucher at the close of the semester after tuition receipts and certified college transcripts are submitted to the Superintendent showing credits and grades earned. Credits with grades below “B” level will not be honored for reimbursement. In Pass/Fail courses, a grade of “Pass” shall be sufficient.

## **ARTICLE XIII**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Representatives of the Association shall have the privilege to transact official Association business or hold meetings on school property at all reasonable times with the prior approval of the school principal and Superintendent, provided that such activities shall not interfere with or interrupt normal school operations.
- B. For those meetings which are scheduled for the administrators of two or more schools, the request for use of the building is preferred to be in writing to the Superintendent and signed by the Association President, but may be made by telephone if an emergency exists.
- C. The Association shall have the privilege of using school facilities and office equipment such as computers, duplicating equipment, calculators, and visual aid equipment at reasonable times when such equipment is not otherwise in use, with prior approval of the school principal and Superintendent. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.
- D. Any equipment necessary for the storage of records or exclusive use of the Association shall be paid for by the Association and may be kept on school property, provided its location and nature does not interfere with normal school operations, and prior approval of the school principal and Superintendent is received. The Association hereby defends, saves and holds the Board harmless from and against any responsibility and liability for loss, damage or destroyed equipment or records.

## **ARTICLE XIV**

### **REIMBURSEMENT**

- A.
  - 1. Administrators who drive their own automobiles on official school business approved by the Superintendent shall be reimbursed, at the mileage rate established by the IRS.
  - 2. Requests for mileage payment must be made on Board of Education vouchers submitted to the school principal or other immediate supervisor or the Superintendent.
  - 3. Other reasonable expenses incidental to approved school business travel such as tolls, meals, and lodging are to be enumerated, with receipts, on the voucher. For meals, reimbursement shall not exceed the following: breakfast - \$10.00; lunch - \$15.00; dinner - \$25.00.
- B. The Board will reimburse administrators for personal property, such as clothing and wearable items (eyeglasses, wristwatch, pens, etc.) which is damaged as a result of an assault on the administrator provided:
  - 1. The administrator files for reimbursement from his or her insurance carrier, if he or she has such coverage. Any such reimbursement will be deducted from the Board's reimbursement.
  - 2. The loss must have occurred at school or in the performance of school business.
  - 3. The assault must not have been the fault of the administrator.
  - 4. The administrator must file a signed report of the incident with the building principal and the Superintendent within ten (10) days of the occurrence.

## **ARTICLE XV**

### **REPRESENTATION FEE**

Any employee who is not a member of the New Jersey Principals and Supervisors Association and the Association shall pay a representation fee in lieu of dues for services rendered by the New Jersey Principal and Supervisors Association and the Association. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law. The New Jersey Principals and Supervisors Association and the Association represent and agree that membership in the said Association is available to all employees on an equal basis and they have established and maintain a demand and return system, which complies with requirements of law. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable in the District to salary deductions. The New Jersey Principals and Supervisors Association and the Association agree to indemnify and save the board harmless from any damages which may be incurred by the Board as the result of claims made by an administrator relating to this Paragraph and any payroll deductions made hereunder, provided that the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Paragraph.

## **ARTICLE XVI**

### **MISCELLANEOUS**

- A. Copies of this Agreement shall be duplicated at Board expense within a reasonable time after the Agreement is signed and, copies made available to each administrator presently employed, hereafter employed, or offered employment.
- A. Administrators will be advised of all written or oral complaints that are reduced to writing and placed in their personnel folders. In such cases, the administrator shall initial the complaint and shall have the right to submit a written answer, which shall be placed in his/her personnel folder. Written complaints that are not placed in the administrator's personnel folder will be excluded for evaluation purposes.
- B. Each member of the Principals and Supervisors Association shall receive \$300 annually to be applied towards professional development. Professional development shall mean attendance at education conferences or workshops, registration fees associated with educational conferences, subscription to professional publications or the purchase of professional publications and/or materials.
- C. Each member of the Principals and Supervisors Association as of July 1, 2005 with 15 or more years of accumulated service in this school system as of July 1 of a school year shall receive a \$750.00 increment.

Each member of the Principals and Supervisors Association as of July 1, 2005 with 20 years of accumulated service in this school system as of July 1, of a school year shall receive an additional \$750.00.

Each member of the Principals and Supervisors Association as of July 1, 2005 with 25 years of accumulated service in this school system as of July 1, of a school year shall receive an additional \$750.00.

Each member of the Principals and Supervisors Association as of July 1, 2005 with 30 years of accumulated service in this school system as of July 1, of a school year shall receive an additional \$750.00.

Each member of the Principals and Supervisors Association as of July 1, 2005 with 35 years of accumulated service in this school system as of July 1, of a school year shall receive an additional \$750.00.

- D. Any member of the Principal and Supervisors Association having earned a doctorate degree from an accredited institution of higher education recognized for accreditation and certification by the New Jersey Department of Education shall receive a \$1,500.00 annual Doctorate increment. For purposes of this agreement, an accredited institution of higher learning shall be an institution listed as such in the 2004-2005 Accredited Institutions by Von Alt, Kenneth, published by Greenwood Publishing Group as may be updated by periodic revisions.
- E. Upon submission of proof of enrollment, any member will be reimbursed for professional dues on an annual basis with the stipulation that reimbursement will not exceed \$695.00 per year.

**ARTICLE XVII**

**SALARY**

The following increase shall apply to the existing guide schedule for Administrative Staff:

2005-2006\_ 4.25%

2006-2007 4.25%

2007-2008 4.25%

**ARTICLE XVIII**

**DURATION**

This agreement shall be effective as of July 1, 2005 through June 30, 2008.

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 hereon, on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

MIDDLESEX COUNTY VOCATIONAL  
AND TECHNICAL PRINCIPALS AND  
SUPERVISORS ASSOCIATION

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_

BOARD OF EDUCATION OF THE  
VOCATIONAL SCHOOLS IN THE  
COUNTY OF MIDDLESEX, NEW JERSEY

ATTEST:

By: \_\_\_\_\_  
JOSE "JAY" JIMENEZ, President

\_\_\_\_\_  
KARL J. KNEHR, Secretary