

2004-2007

AGREEMENT

between

THE BOARD OF EDUCATION

of the

BOROUGH OF MADISON, NEW JERSEY

and

THE MADISON ADMINISTRATORS ASSOCIATION

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AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF THE BOROUGH OF MADISON, NEW JERSEY
AND
THE MADISON ADMINISTRATORS ASSOCIATION

This Agreement is entered into this 1st day of July 2004 by and between the Board of Education of the Borough of Madison, New Jersey (hereinafter called the "Board") and the Madison Administrators Association (hereinafter called the "Association"). It is a three-year contract. In consideration of the following mutual covenants the parties do hereby agree as follows:

ARTICLE I - RECOGNITION

A. SCOPE OF UNIT

In accordance with Chapter 123, Public Laws of 1974, of the State of New Jersey, the Board of Education of the Borough of Madison, New Jersey, hereinafter known as the "Board," recognizes the Madison Administrators Association, hereinafter known as the "Association," as the exclusive and sole representative for collective negotiation of terms and conditions of employment for all Administrative Personnel in the following District positions:

Building Principals
Assistant Building Principals
Director of Special Services

All other personnel are excluded from the scope of the Madison Administrators Association bargaining unit.

B. DEFINITION OF TERMS

Reference to personnel or positions represented by the Association in the negotiating unit as above defined when used hereinafter in this Agreement is intended to apply equally to both males and females.

ARTICLE II - NEGOTIATION PROCEDURE

A. DEADLINE DATES

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, of the State of New Jersey in a good faith effort to reach agreement on all matters concerning terms and conditions of employment presented for negotiation. Negotiations shall commence with a meeting at a mutually satisfactory location within fifteen (15) days after Board receipt of request to commence negotiations. Unless the

Board and the Association mutually agree to an extension of time, negotiations shall begin no later than May 15, of the calendar year in which this Agreement expires.

B. NEGOTIATING TEAM AUTHORITY

Neither party in any negotiations shall have 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. It is understood that the negotiating representatives are without authority to make binding agreements on behalf of their respective constituents.

C. MODIFICATION - UNDERSTANDING OF PARTIES

This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to terms and conditions of employment whether covered by this Agreement or not and regardless whether such was within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated except as provided by Paragraph A of this Article.

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.

This Agreement shall be effective for the period set forth in Article XII - Duration of Agreement and shall continue in effect until the end of such term of agreement subject to the Association's right to negotiate over a successor Agreement as provided herein.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITION

A "grievance" within the meaning of this Agreement shall be any controversy or dispute relating to matters of terms and conditions of employment affecting a member of the bargaining unit.

B. PURPOSE

The purpose of this procedure is to assure that grievances which cannot be resolved in the course of normal administrative rapport shall be given timely attention and consideration and assured of ample opportunity for discussion at all administrative levels. The parties to this Agreement acknowledge a mutual desire that settlement of any grievance be secured, if possible, at the lowest administrative level. The parties, agree, further, that proceedings be as informal and confidential as may be appropriate at any level of the procedure while yet assuring equitable and complete resolution of the issues of the grievance in an expeditious manner.

C. PROCEDURE

1. Level One - Informal Action

A unit member submitting an appeal in accordance with this procedure shall, within ten (10) school days of the alleged grievance, or within ten (10) school days of his or her knowledge of the alleged grievance, first discuss the matter being grieved informally with his or her immediate supervisor in an attempt to resolve the matter. The immediate supervisor may, at his or her discretion, discuss the matter with his or her supervisor and take other action appropriate to the scope of authority and responsibility of his or her position in order to resolve the grievance at Level One amicably and in the spirit of good administrative rapport. If the matter is not resolved to the satisfaction of the grievant within ten (10) school days after informal discussion, the procedures prescribed in the following subsections of this section shall become applicable.

2. Level Two - Formal Action

A formal grievance may be filed by an individual unit member, a group of members or by the Association, either in its own name or as the representative of a group of members. Such formal grievance must be initiated within ten (10) school days of the conclusion of Level One Action by submission of the grievance in writing to the Level One supervisor specifying:

- a. The nature of the grievance including any specific provision(s) of the Agreement alleged to have been violated.
- b. The nature and extent of the injury or loss to the grievant.
- c. The result of previous discussions in the processing of the grievance.
- d. The reasons for dissatisfaction with decisions previously rendered.
- e. The remedy requested.

The immediate supervisor shall communicate his or her decision in writing within ten (10) school days or receipt of the written grievance. A copy of the written decision at this and all subsequent steps in this procedure shall be forwarded to the Association.

3. Level Three - Superintendent of Schools/Board of Education

Where the Superintendent is the immediate supervisor with whom the grievance was initiated this level of the grievance procedure would be a hearing before the Board or an appropriate committee thereof. Where the Superintendent is not the immediate supervisor, this level of the grievance procedure would be a meeting with the Superintendent. The Superintendent may, at his or her discretion, discuss the matter with the Board or members of the Administrative organization as may be appropriate to resolve the grievance and may take other action including the conducting of a hearing of the matter with the parties in an attempt to bring about a mutually satisfactory resolution of the issues.

Should such attempts at a resolution fail to produce a satisfactory solution within twenty (20) school days from the date of receipt of this written grievance by the Superintendent or, should the Superintendent render a decision in writing within the twenty (20) school day period, the grievant may appeal to the Board of Education within ten (10) school days of receipt of the Superintendent's decision or lapse of the twenty (20) day period for resolution at this Superintendent's level. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant and other parties of interest and render a decision in writing within twenty (20) school days of receipt of grievance by the Board.

D. UNIT MEMBER RIGHTS

1. The Board and the Association shall assure the grievant freedom from restraint, interference, coercion, discrimination or reprisal in presenting his grievances.
2. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Meetings or hearings conducted under this procedure shall not be public.

E. TIME LIMITS

Time limits as set forth in this procedure may be extended by mutual written agreement.

ARTICLE IV - UNIT MEMBER RIGHTS

A. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 123, Public Laws of 1974, of the State of New Jersey, the Board hereby agrees that all members of the Association Unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations. The Board agrees that it shall not directly or indirectly discourage or deprive any member of the Association Unit any rights conferred by Chapter 123, Public Laws of 1974, State of New Jersey, or other laws of New Jersey or the Constitution of New Jersey and the United States. The Board further agrees that it shall not discriminate against any member of the Association Unit with respect to terms and conditions of employment by reason of membership in the Association or in the exercise of any rights conferred by this Agreement in respect to any terms or conditions of employment.

B. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any member of the Association Unit such rights as he or she may have under New Jersey School laws or other applicable laws and regulations. Further, any provision contained herein which is held to be contrary to law or

decisions of the Commissioner of Education or of the Public Employment Relations Commission shall be held to be null and void and not enforceable.

C. JUST CAUSE PROVISION

No employee shall be disciplined without just cause. Any such action asserted by the Board or any administrative supervisor, or any agent or representative thereof, shall be subject to the grievance procedure as set forth in Article III of this Agreement.

D. REQUIRED MEETINGS OR HEARINGS

Whenever any member of the Association is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that member of the Association Unit in his office, position or employment or the salary or any increments pertaining thereto, then he or she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his or her own choosing present to advise and represent him during such meeting or interview. Evaluation conference meetings are excluded from this provision.

ARTICLE V - BOARD RIGHTS

A. RIGHT OF MANAGEMENT

The Board retains all rights of management and authority as conferred by law and decisions and directives of the Commissioner of Education. In cases where the provisions of this Agreement conflict with the rights of management so conferred, the conferred rights of management and authority shall prevail.

ARTICLE VI - EVALUATION

A. INTENT

The Board subscribes to the principle that every member of the Association Unit has the right to full knowledge regarding the judgment of his or her superiors conveyed in a process of evaluation of his performance in his position and that he is entitled to receive recommendations which will assist him in increasing performance effectiveness.

The Association subscribes to the principle that the Board has the right to the full and effective performance of each member of the Association Unit in his or her assigned position and that the Board is entitled to receive recommendations and other initiatives from each member of the Association Unit which will assist him or her in increasing his effectiveness as an Administrator in the Madison School District.

B. FREQUENCY OF REVIEW

The Superintendent shall establish evaluation procedures to guarantee a minimum of one written supervisory evaluation per year for each member of the Association Unit.

C. EVALUATION PROCEDURES

1. Copies of Reports

Each member of the Association Unit shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him or her. No written formal evaluation report is to be placed in the personnel file of a member of the Association Unit without his or her having had opportunity to sign such report. Further, each member of the Association Unit shall receive a copy of each written evaluation of his or her performance.

2. Right of Unit Member to Respond

The employee is entitled to have his or her response to any evaluation heard by the evaluator and appended to the evaluation report.

3. Notice of Contract Renewal

Each member of the Association Unit shall receive written notice prior to May 15 of each year as to whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

ARTICLE VII - LEAVES OF ABSENCE

A. SICK LEAVE

All members of the Association Unit on a twelve (12) month contract shall be entitled to fourteen (14) days of sick leave per year. Unused sick days of sick leave entitlement shall be accumulated from year to year.

B. CONVERSION OF SICK DAYS UPON RESIGNATION/RETIREMENT

Any member of the Association Unit resigning or retiring from the district after fifteen (15) years service in the district at the time of termination, will be compensated for one-half (1/2) of their unused sick leave entitlement at the per diem rate of his or her last year's salary as accumulated under the provisions of Paragraph A. Effective January 1, 1993, the benefit conferred shall be preserved such that all administrators shall receive the benefit at the dollar level accumulated and calculated as of December 31, 1992. This calculation will be made by the Board and conveyed to the administrator indicating the precise amount of the entitlement upon resignation or retirement. This amount will not increase hereafter. If, however, the benefit level calculated as of December 31, 1992 is less than \$19,500, those administrators will be permitted to accumulate

additional credit such that the benefit can increase up to a maximum of \$19,500. Administrators hired on January 1, 1993 or after shall receive a benefit calculated according to the prior language, but that benefit shall not exceed \$8,000. This Section B shall remain in effect for the term of this agreement and will terminate effective June 30, 2007.

C. TEMPORARY LEAVE OF ABSENCE

At the discretion of the Superintendent a leave of absence of short duration at full salary may be granted for good reason. The decision of the Superintendent shall be on a case-by-case basis and his or her decision shall be final in all cases.

D. EXTENDED LEAVE OF ABSENCE

Other leaves of absence with or without pay may be granted by the Board for good and compelling reasons.

E. RETURN FROM PAID LEAVE

1. Salary

In cases of leave with pay, members of the Association shall be considered as if having been actively employed by the Board during the leave and shall be placed on the salary schedule at a level he/she would have achieved had he not been absent.

2. Benefits

All benefits to which a member of the Association Unit was entitled at the time his or her leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his/her return.

F. EXTENSIONS AND RENEWALS

All requests for extended leaves or extensions or renewals of leave shall be applied for in writing. Extended leaves as may be granted by the Board shall be in writing.

G. SNOW DAYS

Members of the unit are not required to report to work if district schools are closed due to inclement weather.

H. INTENT TO RETIRE

Prior notification of intent to retire shall be required six months in advance of effective retirement date. This requirement of advance notification may be waived by the Board upon recommendation by the Superintendent for extenuating circumstances,

ARTICLE VIII – VACATION/PERSONAL LEAVE

A. VACATION ENTITLEMENT

Twenty (20) days of vacation per year shall be provided for each member of the Association Unit on twelve month contract with a prorated amount applied for eligible unit members with less than one (1) year of service. A unit member with three (3) or more years of service as an administrator in the Madison School District shall be provided five (5) additional days that may only be taken with prior approval by the Superintendent of Schools. In addition, at the discretion of the Superintendent, each member of the Association Unit shall be entitled to one (1) additional vacation day on one of the Jewish holidays each school year, if any one of them shall fall on a school day, and also shall be entitled to four (4) additional vacation days each school year, which shall be taken during either the February holiday break or the April holiday break, taken at the discretion of the Superintendent.

B. PERSONAL LEAVE

1. Three (3) days leave of absence for legal, business, personal or family matters which cannot be cared for during out of school hours will be granted at full salary in any academic year.
 - a. One (1) day shall be permitted for reasons specified above.
 - b. Two (2) days shall be permitted without providing reasons.
2. All unused personal days shall roll over into accumulated sick leave.
3. Except in cases of emergency, requests for personal leave shall not be granted on the day prior to or subsequent to a holiday or school vacation period.
4. Except in cases of emergency, requests for personal leave shall be made in writing to the Superintendent at least forty-eight (48) hours in advance of the desired absence.
5. An individual request for an extension of personal leave in excess of three (3) days may be granted at the sole discretion of the Superintendent whose decision shall be final and cannot be grieved.
6. Reasons for personal leave include the following:
 - a. family illness
 - b. marriage of employee
 - c. marriage of an immediate family member
 - d. legal business
 - e. moving
 - f. graduation
 - g. other just and compelling reasons

ARTICLE IX - PROFESSIONAL DEVELOPMENT

A. PROFESSIONAL DUES

The Board of Education shall reimburse each member of the Association Unit for professional dues in one professional organization approved by the Superintendent on a case-by-case basis in the amount not to exceed \$475 per year.

B. REIMBURSEMENT OF TUITION

1. The Board of Education shall reimburse members of the Association Unit for tuition costs for college and university courses taken in connection with an approved program of professional development studies.
2. All courses and programs for which tuition reimbursement is to be requested must be approved by the Superintendent prior to registration.

ARTICLE X - INSURANCE PROTECTION

The Board will make available Blue Cross/Blue Shield and Rider J (or equivalent coverage) for all administrators and their dependents. It agrees to pay 100% of the premium costs for employee and dependent coverage, subject to non-duplication and coordination of benefits clauses. The Board reserves the right to select the carrier.

The Board of Education will make available for all administrators and dependents the New Jersey Dental Service Plan, Inc. (or equivalent coverage) and agrees to pay program costs. The Board reserves the right to select the carrier.

The Board shall also reimburse Administrators an amount of up to two hundred fifty dollars (\$250) per year for physical examination fees not otherwise covered by Board-provided health insurance policies.

ARTICLE XI - TAX-SHELTERED ANNUITY

A. TAX-SHELTERED ANNUITY PROVISION

The Board shall pay an annual premium of \$2,000 into the account of each employee for a tax-sheltered annuity during the term of this Agreement.

B. TAX-SHELTERED ANNUITY DEDUCTION

An employee may authorize the Board to make payroll deductions for the purpose of tax-sheltered annuity payment pursuant to terms and conditions of the group contract of the tax-sheltered annuity carrier.

ARTICLE XII - DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2004 and shall continue in effect through June 30, 2007 with no reopeners except as the parties may mutually agree and except as provided by Article II, Paragraph A., of this Agreement.

ARTICLE XIII - NOTIFICATION

Whenever any notice is required to be given by either of the parties to this Agreement to the other, either party shall do so in writing, addressed as follows:

- 1. If by the Association to the Board:

President
Madison Board of Education
359 Woodland Road
Madison, New Jersey 07940

cc: Superintendent of Schools
(same address)

- 2. If by Board to the Association:

President
Madison Administrators Association
Madison High School
Ridgedale Avenue
Madison, New Jersey 07940

ARTICLE XIV - SALARIES

- A. The salaries for administrators covered by this agreement are set forth in Appendix A.
- B. Newly employed administrators shall be placed on the guide according to salary recommendations proposed by the Superintendent and approved by the Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective corporate officer.

MADISON ADMINISTRATORS
ASSOCIATION

THE BOARD OF EDUCATION OF THE
BOROUGH OF MADISON, NEW JERSEY

DATE

APPENDIX A

SALARIES

1.

Subject to the below noted exceptions, each member of the Association Unit shall receive the following salary increases, including increment, during the term of this agreement: 2004-2005 school year- 4.7%; 2005-2006 school year- 4.3%; 2006-2007 school year- 4.2%.

Exceptions:

- Kathleen Murphy shall receive a base salary of \$95,000 for the 2004-2005 school year , a base salary of \$101,000 for the 2005-2006 school year, and a base salary of \$107,300 for the 2006-2007 school year. She may apply for compensation for her duties as Title I Coordinator under the No Child Left Behind grant, beginning in the 2005-2006 school year.
- Ann Marie Hodges shall receive a base salary of \$105,000 for the 2005-2006 school year and a base salary of \$115,000 for the 2006-2007 school year.
- Gregory Robertson shall receive a base salary of \$122,445 for the 2005-2006 school year and a base salary of \$127,483 for the 2006-2007 school year.
- Gregory Robertson and Ann Marie Hodges, as new hires in their respective positions, shall receive no salary adjustment for the 2004-2005 school year.