

PREAMBLE

This Agreement is entered into this 1st day of July 2003, by and between the Board of Education of South River, New Jersey hereinafter called the “Board”, and the Association Of Administrators and Supervisors, South River, New Jersey hereinafter called the “Association.”

ARTICLE I RECOGNITION

- A. In accordance with N.J.S.A. 34-13A-1 *et seq.*, the Board hereby recognizes the Association as the exclusive representative for collective negotiations for administrative personnel employed by the Board within the following titles: Principals, assistant principals, supervisors, directors and excluding specifically the Superintendent of Schools, Assistant Superintendent and the Board Secretary/Business Administrator.
- B. Unless otherwise indicated, the term “administrator” when used hereafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male administrators shall include female administrators.

ARTICLE II - NEGOTIATIONS PROCEDURE

- A. The parties shall commence negotiations in accordance with N.J.A.C. 19-12-2.1 (a).
- B. The parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals, make counter proposals in the course of negotiations. However, it is understood no tentative agreements reached during negotiations shall be considered binding until both the Board and the Association shall officially adopt them.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III - GRIEVANCE PROCEDURE

Definition

An appeal by an administrator, group of administrators, or the Association based upon an alleged violation, misinterpretation, or inequitable application of policies, agreements, and administrative decisions as required by N.J.S.A.34:13A-5.3. A grievance to be considered under this procedure must be initiated within twenty (20) work days of its occurrence.

Exclusions

The term “grievance” and the procedure relative thereto shall not be deemed applicable if either the alleged improper application, interpretation or violation of the Agreement, or the redress sought concerns:

- A. The failure or refusal of the Board to renew the contract of non-tenured employee.
- B. In any matter wherein a specific method of review is set forth by law, or any rule, regulation, or order by the State Commissioner of Education, or the State Board of Education.
- C. Any complaint by any personnel occasioned by the appointment or lack of appointment to, or retention in, or lack of retention in any position for which tenure is either not possible or not required.
- D. In matters where the Board is without authority to act.
- E. In matters involving the sole, unlimited discretion of the Board.
- F. In matters where the discretion of the Board may not be unlimited but where, after exercise of such discretion, a further review of the Board’s action is available to employees under the provisions of N.J.S.A. 1 8A-1 *et seq.*
- G. Any matter in which a petition has been filed before the Division of Controversies and Disputes of the Office of the Commissioner of Education, whether or not covered by Subsections (A) through (F) set forth heretofore.
- H. Any matters in this Agreement excluded from the Grievance Procedure.

Aggrieved Person

The person or persons making the claim.

Immediate Superior

- A. Shall be the Superintendent, except that in the case of the assistant principal, then it shall be the principal.
- B. Nothing in this Agreement shall prevent an administrator from discussing his grievance with his immediate superior, except that if a grievance is filed by the assistant principal, the principal shall have no authority to render any decision or determination with respect to the grievance other than a review of any mechanical computations involved in the allegation, and a determination as to the validity of such objective calculations. In such a case, an appropriate response by the principal will be a direction to raise the grievance to the next level.
- C. Procedure

Level One

An administrator with a grievance shall first discuss it with the Superintendent with the objective of resolving the matter informally.

Level Two

In the event that the aggrieved person wishes to pursue his grievance further, the grievant shall submit a written copy of the grievance to the Superintendent within five (5) workdays of the date of the informal discussion. Within ten (10) work days after the grievance has been filed, the Superintendent shall meet with the aggrieved person in an effort to resolve the grievance. The aggrieved person may have a representative of the Association with him. The Superintendent shall render a written decision to the person within five (5) work days of the conference. If the grievance is not resolved to the administrator's satisfaction, he may within five (5) work days of the receipt of the Superintendent's decision request the Superintendent of Schools to review it.

Level Three

In the event that the aggrieved person wishes to pursue his grievance further, the grievant shall submit a written copy of the grievance to the Superintendent of Schools within five (5) work days of the date of the informal discussion. Within

ten (10) work days after the grievance has been filed, the Superintendent shall meet with the aggrieved person in an effort to resolve the grievance. The aggrieved person may have a representative of the Association with him.

The Superintendent shall render a written decision to the person within five (5) work days of the conference. If the grievance is not resolved to the administrator's satisfaction, he may within five (5) work days of the receipt of the Superintendent's decision request that the Board of Education review it. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education.

The written grievance shall specify –

1. The nature of the grievance, citing specific instances and persons involved.
2. The contract articles, Board policies, and administrative decisions, allegedly being violated.
3. The remedy sought.
4. The basis of dissatisfaction with the determination at the previous step of the procedure.

Level Four

The Board of Education shall consider the grievance within ten (10) work days from the date it has been filed with the Board through the Superintendent of Schools. The aggrieved person may have a representative of the Association with him and a number of witnesses mutually agreed upon. Attendance at all hearings shall be limited to those listed in this Agreement. The Board will set forth its decision in writing within ten (10) work days of the hearing.

ARTICLE IV - ADMINISTRATOR RIGHTS

Whenever any administrator is required to appear before the Board, or any Board committee or any member thereof, excluding the Superintendent, appointed by the Board to confer with an administrator, concerning any matter that could adversely affect the employment of that administrator, he shall be given prior written notice of the reason for such meeting or interview and shall be entitled to representation by the Association and/or an attorney to advise and represent him during such meeting or interview.

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association, upon request, reasonable information; such as financial reports, audits, and lists of personnel in the unit.
- B. The Association's representative, with the approval of the Superintendent, shall have the right to transact reasonable business during the normal working day.
- C. With the approval of the Superintendent, the Association may use school equipment (typewriters, duplicating machines, etc.) at all reasonable times. The Association shall be responsible for providing all materials and supplies incidental to such use.

ARTICLE VI- EVALUATION

- A. All members of the Association shall be evaluated by the Superintendent of Schools except that the High School Assistant Principal, Middle School Assistant Principal, and Elementary School Assistant Principal shall be evaluated by the High School Principal, the Middle School Principal, and the Elementary School Principal respectively.
 - 1. Non-tenured administrators shall receive at least three (3) written evaluations per year, at least one each semester.
 - 2. Tenured administrators shall receive at least one (1) written evaluation each year.
- B. The evaluation instrument shall be developed by the Superintendent of Schools in consultation with the Association but the final determination of the instrument shall rest with the Board of Education. All administrators shall receive a copy of the instrument within thirty (30) days of the beginning of the school year (July 1 and September 1 shall be considered as the beginning of the school year for twelve and ten-month employees respectively), except that any revision shall be developed in consultation with the Association and shall be distributed to all administrative staff members within twenty (20) working days of its approval by the Board of Education.
- C. All evaluations of non-tenured administrators shall be submitted to the administrator prior to April 30. Evaluation of tenured administrators shall be submitted to the

administrators prior to June 1. In both cases, the evaluation conference memo shall be submitted to the administrator within ten (10) working days after completion of the evaluation conference for his review and signature. Said signature will indicate confirmation of receipt of the evaluation but does not necessarily mean agreement with its content. The administrator shall have the right to affix any comments and supporting data to the evaluation form and shall return it to the Superintendent within ten (10) working days of receipt of same.

- D. No material derogatory to an administrator will be placed in his personnel file unless the administrator has had an opportunity to review the material. The administrator shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that his signature in no way indicates agreement with the contents thereof. The administrator shall have the right to submit a written response to such material and his response shall be attached to the document to be placed in the personnel file.

ARTICLE VII- LEAVES OF ABSENCE

A. Sick Leave

1. All administrators shall be granted twelve (12) days of sick leave yearly. All unused sick leave shall be cumulative to be used for additional sick leave in later years.
2. If an administrator because of illness is absent from school for more than three (3) consecutive days, he must present a doctor's certificate to the Superintendent upon his return.
3. Administrators who have been on a leave of absence authorized by the Board shall have all accumulated sick leave restored to them upon return to active service.
4. Administrators shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

B. Personal Leave

1. All administrators shall be allowed non-accumulative leave of absence with full pay for personal business up to a maximum of three (3) work days in any contract year. The request for a third day of personal leave shall be accompanied by a reason for the request, subject to the approval by the Superintendent.
2. Not more than two (2) administrators may take personal leave on any one day.
3. All leaves of absence referred to in this section are subject to the following

conditions-

- a. Request for Personal Leave Form shall be filed with the Superintendent of Schools at least three (3) working days in advance of the contemplated absence, or such shorter notice as is practical in the event of an emergency. Lacking such notice the absence will be considered unauthorized and the administrator's pay will be deducted at a daily rate of 1/240 of the annual salary.
 - b. Personal days will not be granted the day immediately preceding or following a scheduled school closing except in cases of emergency as approved by the Superintendent of Schools.
 - c. The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any request for the above days.
4. At the end of each school year, all unused personal leave days provided in paragraph 1 above will be converted to sick leave days and added to the administrator's accumulation.

C. Funeral Leave

1. An allowance of five (5) days will be granted without deduction of salary in case of death of father, mother, sister, brother, husband, wife, son, daughter, father-in-law, or mother-in-law. This time shall not be deducted from the administrator's regular sick leave.
2. An allowance of three (3) days will be granted without deduction of salary in case of death of sister or brother of the husband or wife of an administrator or the administrator's grandchild.
3. An allowance of one day will be granted without deduction in salary to attend the funeral of a grandparent, brother-in-law, or sister-in-law of an administrator's spouse or an uncle or aunt.

D. Anticipated Disability Leave

1. Any administrator who anticipates disability because of a specific future event, such as pending surgery or other medical procedures, shall report that status to the Board of Education as soon as such administrator becomes aware of same. If the anticipated disabling event is childbirth, the administrator *who* becomes pregnant shall notify the Board at least ninety (90) days prior to the expected date of delivery. At the time of notification, the administrator shall submit a physician's certificate attesting to the pending disabling condition.

2. Requests for disability/sick leave relating to anticipated disability shall include dates of onset and return from such leave.
3. An administrator may request unpaid leave of absence to prepare for an anticipated disabling event. Such requests shall be submitted a minimum of sixty (60) days prior to the onset of the requested leave except in cases of emergency, as determined by the Board, such requests may be submitted less than sixty (60) days prior to the onset of the requested leave.
4. When the requested date of onset of unpaid leave occurs during periods which would substantially interfere with the administration of the school and/or the education of the pupils, the Board may alter the requested dates providing that such change by the Board is not medically contraindicated.
5. The administrator who anticipates a specific disabling event and who does not request unpaid leave of absence prior to the period of actual disability shall become entitled to applicable sick leave benefits. The Board may require certification of such disability. The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity. When this occurs, an administrator who is placed on an involuntary unpaid leave shall be entitled to all sick leave benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.
6. Requests by administrators for extension of sick leave benefits shall be governed by law under N.J.S.A. 18A:30-6.
7. If the anticipated disabling event is childbirth, the Board shall presume that the pregnant administrator becomes disabled for work four (4) weeks before the anticipated date of childbirth, upon certification of pregnancy by a physician, at which time the pregnant administrator shall become eligible for sick leave benefits to the extent of available accumulated sick leave days. The administrator shall be required to apply for sick leave to the Board of Education which shall grant same for said four (4) week period of time upon submission to the Board of Education of a physician's certificate attesting to pregnancy. This option is granted only to administrators actively employed and not to those administrators on unpaid personal leave. If, as a result of the pregnancy, the employee becomes disabled prior to this four (4) week period said employee may use any sick leave benefits to which she is entitled providing that (1) the administrator's physician provides the Board with a certificate attesting to her inability to continue working and (2) the Board reserves the right to verify the administrator's inability to continue working.

8. The Board may require that an administrator anticipating a disabling event may be placed on sick leave if the administrator's physical condition leads to unsatisfactory performance of assigned duties, and/or the continued performance of those duties impairs the administrator's health. Such incapacity must be established by the following: the Board of Education's physician and the administrator's physician agree that the administrator cannot continue working. If there is a difference of medical opinion between the Board's physician and the administrator's physician, then the two physicians shall agree in good faith on a third impartial physician, who shall examine the administrator and whose opinion shall be conclusive and binding on the issue of physical capacity to continue working.
9. If the administrator's disability is caused by childbirth and such administrator is receiving disability/sick leave benefits, the administrator is presumed to be disabled for a recuperative period of four (4) weeks following childbirth upon submission of a physician's certificate attesting to the date of childbirth, during which time such administrator shall continue to receive sick leave days to which she is entitled under sick leave policy. This applies only to those administrators who have been actively employed prior to childbirth and not to those administrators who have been out on unpaid personal leave.
10. If as a result of pregnancy, an administrator continues to be disabled after this four (4) week period, said administrator may use any sick leave benefits to which she is entitled providing that (1) the administrator's physician provides the Board with a certificate attesting to her inability to resume duties and (2) the Board reserves the right to verify the administrator's disability.
11. If the administrator whose disability is caused by childbirth wishes to return to her duties prior to the expiration of the recuperative period, she must present medical certification of fitness to the Board. The Board reserves the right to verify her medical certification.
12. If the Board of Education's physician and the administrator's physician disagree as to the administrator's fitness, then the two physicians shall agree in good faith on a third impartial physician who shall examine the administrator, and whose medical opinion shall be conclusive and binding on the issue of the administrator's fitness to return to her duties prior to the expiration of the recuperative period.
13. Upon termination of disability an administrator is no longer entitled to receive sick leave benefits for that particular disability. Unpaid personal leave following disability may be requested and shall be subject to the provisions on unpaid personal leave, as set forth under Subsection D.3 herein.
14. In no event shall the Board of Education be obligated to extend a non-tenured administrator's leave of absence beyond the contract year for which the administrator is employed.

E. Child Care Leave

1. Administrators may request a Child Care Leave without pay at least sixty (60) calendar days prior to the commencement of said leave. The Board may grant the request for a Child Care Leave for a period up to the end of the school year in which the birth of the child occurs or to the end of the administrator's contract period, whichever comes first, provided that said leave would not substantially interfere with the administration of the school.
2. The Board, may upon written application made not later than sixty (60) days after the birth of the child or June 30, whichever comes first, grant an extension of the child care leave through the following school year, provided that said leave would not substantially interfere with the administration of the school. This provision shall apply to non-tenured administrators only if the Board grants said administrator a renewal of contract for the following year.

ARTICLE VIII- PROFESSIONAL IMPROVEMENT

A. Conferences

With the Superintendent's approval, administrators may be permitted to attend professional meetings which have for their theme subjects of interest to the professional progress of our schools. Approval to attend such meetings extending beyond one day shall be subject to approval by the Board of Education upon the recommendation of the Superintendent of Schools. Administrators who attend shall be reimbursed for expenses and mileage at the rate currently approved by the Internal Revenue Service for deduction of business travel expenses but the total amount of such reimbursement shall not exceed one hundred sixty five dollars (\$165) per diem.

B. Conventions

Members of the Association, upon the approval of the Board of Education may be permitted to attend a national or state convention of the Association in which they hold membership of which deals primarily with their current area of employment.

Upon approval, an administrator shall be reimbursed the expenses of attendance not to exceed one thousand five hundred (\$1500) dollars per administrator.

C. Tuition Reimbursement

To encourage professional growth among administrators, the Board shall reimburse administrators for tuition paid in the successful pursuit of college and university graduate courses in accordance with the following provisions:

1. Applications for approval of courses to be taken must be made with the Superintendent of Schools at least ten (10) days in advance of the beginning of said course.
2. Preference will be given to those who are matriculated for a graduate degree.
3. Courses cannot be used toward certification for the position held by the administrator.
4. Payment shall not exceed one thousand (\$1,000) dollars per administrator in each school year.
5. Payment shall be made by the Board within two (2) months after the administrator has submitted a college transcript showing the successful completion of work together with a receipted tuition bill.

ARTICLE IX CONTRACT YEAR

A. The contract year of all administrators shall be from July 1 to June 30. The administrators shall receive all school holidays.

B. Vacations

1. Administrators employed after the beginning of the year or whose service terminates before June 30 shall be entitled a vacation period at the close of the school year computed according to the following formula:

Number of Months Employed x 22 Days

2. If school is in session on Election Day and no other holiday is substituted for it, each twelve (12) month administrator shall receive a floating holiday to be scheduled subject to approval of the Superintendent.
3. Not more than seven (7) of the twenty-two days shall be utilized during the school year when schools are in session. They shall be granted upon the approval of the Superintendent.

ARTICLE X PROMOTIONS AND TRANSFERS

- A. The administrative staff and the Association will be notified of all vacancies which develop in administrative positions.
- B. Administrators desiring a change of employment within the system and who wish to transfer to another building or administrative position shall file a written statement with the Superintendent of Schools by March 1 or such time that an opening arises. If such transfer is denied or if a transfer is made contrary to the wishes of the administrator, a statement of reasons, upon request, must be given within ten (10) school days, but the final decision is not subject to the Grievance Procedure.

ARTICLE XI- DEDUCTIONS FROM SALARY

- A. Association Payroll Dues Deduction
 1. The Board agrees to deduct from the salaries of its administrators dues for any one or combination of associations said administrators individually and voluntarily authorize the Board to deduct. Such deducting shall be made in compliance with N.J.S.A. 52-14-159e and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.
 2. The Association shall certify to the Board in writing, the current rate of its membership dues. When the Association changes the rate of its membership dues, it shall give the Board written notice prior to the effective date of such change.
- B. Indemnification

The Association shall indemnify and save the Board of Education harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board of Education in reliance upon documents utilized by the Board, in complying with any of the provisions of this section.

C. Sheltered Annuity

An administrator may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of N.J.S.A. 18A-66-137, *et seq.*, and the terms of a group contract approved by the Board.

ARTICLE XII - HEALTH BENEFITS

A. Group Health, Dental and Prescription Insurance

1. All full-time administrators shall be eligible for enrollment in the Traditional, PPO or DPP, Connecticut General Health Benefits Plan which includes hospitalization and major medical coverage; deductibles shall remain at the current rate.
2. All full-time employees shall be eligible for enrollment in the Group Dental Insurance plan as issued by an insurance carrier selected by the Board.
3. The Board will continue to provide an individual pharmaceutical plan at the current rate (not to exceed five dollars (\$5.00) co-pay per prescription).
4. All plans to be fully funded by the Board of Education and to remain in effect until a successor agreement is negotiated.

ARTICLE XIII - BOARD OF EDUCATION RIGHTS

- A. Except as specifically modified by this Agreement, the Board retains, without limitations, all powers, rights, and authority vested in it by all laws, rules and regulations, including the management and direction of all the operation and activities of the school district.
- B. The Association acknowledges that the administrators of the Board of Education which it represents are not entitled to take any collective action to disable the Board of Education in the discharge of its statutory duty, and the Association agrees that such action would constitute a material breach of the Agreement Nothing contained in this Agreement shall be construed to limit or restrict the Board of Education in its

right to seek and obtain such judicial or other relief as it may be entitled to have, in the event of such breach.

ARTICLE XIV - SALARY

A. Salary schedules are attached hereto and made a part hereof as Schedule A. Each unit member shall receive a \$3,250 raise added to their base salary for each year of this agreement (excluding a new hire or promotion for the 2003-2004 school year).

B. Longevity Schedule

1. An administrator with the requisite years of service will receive a longevity payment of:

15-19 years of service - one thousand eight hundred dollars(\$1800)

20-24 years of service - two thousand three hundred dollars (\$2300)

25+ years of service - three thousand one hundred dollars (\$3100)

2. The maximum amount payable under this section shall be three thousand one hundred dollars (\$3100).

C. An administrator, upon retirement for service or disability under the rules of TPAF after five (5) years' service as an administrator in South River, shall be paid according to the rates set forth herein below multiplied by one two hundred-fortieth (1/240) of the administrative base per day for all accumulated sick leave days according to the following schedule:

<u>No. of Days</u>	<u>Payment 2003-2006</u>
0 to 50 days	10% (ten percent)
51 days to 100 days	30% (thirty percent)
101 days to 150 days	35% (thirty-five percent)
151 days to 200 days	40% (forty percent)
201 days and over	50% (fifty percent)

An administrator claiming this payment must notify the Board of his/her intention to retire no later than December 1 preceding the end of the school year. Payment will be made as follows: one-half (1/2) payable on July 1st of the school year following the school year in which the employee retires. The second one-half (1/2) will be paid on July 1st of the subsequent school year to the employee or his/her estate.

ARTICLE XV - MISCELLANEOUS PROVISIONS

- A. If any provision of this agreement or any application of this Agreement to any administrator or group of administrators is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Copies of this Agreement shall be duplicated by the Board after the Agreement is signed and shall be distributed to all administrators employed by the Board.
- C. Nothing herein shall be changed, altered, or deleted without mutual consent of the Board and Association.
- D. The parties agree that all matters subject to negotiations have been negotiated and that there will be no further negotiations during the life of this Agreement except for negotiation of a successor agreement.

ARTICLE XVI – EFFECTIVE DATE AND SIGNATURES

The terms of this contract will remain in effect from July 1, 2003 through June 30, 2006.

In witness whereof the parties have cause to be affixed the signatures of their respective negotiations chairpersons.

FOR THE BOARD OF EDUCATION: _____

FOR THE ASSOCIATION: _____

SCHEDULE A

Base Salary Without Longevity

	<u>7/03-8/03 Salary</u> <u>(Pro-rated)</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
Wayne Sherman		\$93,890	\$97,140	\$100,390
Richard Sternberg		\$93,500	\$96,750	\$100,000
Paul Coleman	\$77,513*	\$95,000	\$98,250	\$101,500
Dorothy Unkel		\$77,410	\$80,660	\$83,910
James Sanderson		\$85,353	\$88,603	\$91,853
Frank Hanlon		\$70,000	\$73,250	\$76,500
Kamila Buffalino		\$73,250	\$76,500	\$79,750
Lisa Michallis		\$70,000	\$73,250	\$76,500
Michael Pfister	\$97,670**			
John Marciante	\$82,818***			
Carl Buffalino			\$70,000****	\$73,250

*Coleman - \$77,513 as Assistant Principal – Effective 9/1/03 Principal Salary of \$95,000.

**Pfister - \$97,670 as HS Principal – Effective 9/1/03 Assistant Superintendent Salary.

***Marciante – Resigned effective 8/15/03.

****Buffalino – Director of Athletics effective 9/1/04 (salary pro-rated).

Amended September 1, 2004 to include Director of Athletics