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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

BETWEEN

THE NEW MILFORD BOARD OF EDUCATION

AND

THE NEW MILFORD ADMINISTRATORS ASSOCIATION

FOR

THE 1971-72 SCHOOL YEAR

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PREAMBLE

This agreement is entered into in its entirety, by and between the New Milford Board of Education of New Milford, New Jersey, hereinafter called the "Board" and the New Milford Administrators Association hereinafter called the "Association" pursuant to Chapter 303, Public Laws of 1968, which provides for negotiations between the Board and the Association with respect to the terms and conditions of employment.

The Board and the Association recognize and declare:

- A. that a quality education for the children of New Milford Public School District is their major concern and

- B. that participation of the professional educators and Board members in the formulation of feasible policy will result in the most effective development of educational standards and programs.

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all administrative personnel including:

High School Principal
Middle School Principal
Elementary School Principals
High School Vice-Principals
Middle School Vice-Principal

but excluding:

Superintendent of Schools
School Business Administrator
Supervisor of Instruction
Directors
Department Chairmen
Coordinators

ARTICLE II - NEGOTIATIONS PROCEDURE

- A. The Board and the Association agree to enter into professional negotiations for the purpose of concluding an agreement in accordance with Chapter 303, Public Laws of 1968, on all matters concerning the terms and conditions of employment. Any agreement so negotiated shall apply to all employees listed in Article I, be reduced to writing, and be signed by the Board and the Association.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- 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

A. DEFINITIONS:

A grievance shall mean that administrators or a representative of administrators may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

A grievance to be considered under this procedure must be initiated in writing, within ninety (90) school days from time when the employee knew or should have known of its occurrence.

B. PROCEDURE:

1. Level One:

The administrator with a grievance shall first discuss it with his immediate superior, with the objective of resolving the matter informally.

2. Level Two:

If, within seven (7) school days thereafter, a problem remains unsolved, the grievant shall set forth his grievance in writing to his immediate superior stating:

- a. The date of the occurrence that caused the grievance.
- b. The nature of the grievance and specific request for resolution.
- c. The nature of the loss, injury or inconvenience.

The superior shall communicate his decision to the grievant in writing within five (5) school days of receipt of the written complaint.

GRIEVANCE PROCEDURE3. Level Three:

The grievant may appeal the immediate superior's decision to the Superintendent of Schools or the Board of Education, whichever level applies. The appeal must be made in writing and must set forth the grounds upon which the grievance is based. It should also contain copies of all material relating to the previous actions taken on it. The Superintendent or the Board, whichever level is applicable, shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days.

4. Level Four:

If level three was on the Superintendent's level, the grievant may request a review by the Board. 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.

The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant, and render a decision in writing to the grievant, with copies to the Association within fifteen (15) school days.

- C. Failure at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step, within the same time limit prescribed for a decision, shall be deemed to be acceptance of the decision rendered at that step.

GRIEVANCE PROCEDURE

- D. In the case of a grievance affecting a group or class of employees, the person or persons involved may submit such grievance to the Superintendent of Schools and follow the procedures starting with Level One.
- E. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, located in the Board of Education Office and shall not be kept in the personal file of any of the participants. Such file shall only be accessible to the Superintendent and the grievant.
- F. All meetings and hearings under this procedure shall be held in private.

ARTICLE IV - SALARY GUIDE PROVISIONS

- A. Administrative compensation will be based on the ratio system as per the following schedule:

High School Principal	1.50
Middle School Principal	1.40
Elementary Principal (16 or more teachers)	1.30
Elementary Principal (Less than 16 teachers)	1.25
High School Vice-Principal	1.30
Middle School Vice Principal	1.20
High School Vice-Principal (Part time)	1.175

- B. All certificated principals' salaries shall be based on their proper place on the teachers' salary guide times the ratio established and set forth in the guide above.
- C. The High School and Middle School principals' contract will be a twelve-month contract with four weeks vacation, to be taken as the need of the school permits.
- D. The High School and the Middle School Vice Principals' contract will be a twelve-month contract with four weeks vacation, to be taken as the need of the school permits.
- E. The Elementary principals' contracts will be a ten and one-half month contract from August 15 through June 30.
- F. All days that school is closed as per student calendar, adopted by the Board of Education, shall be extended to members of this Association. The Superintendent may require principals and vice principals to work on the recess days established by the student calendar.
- G. Privileges, such as dues deduction, annuity deductions and the summer savings plan previously granted to administrators will continue in effect the same as prior to this agreement.

SALARY GUIDE PROVISIONS

H. As of the beginning of the 1971-72 school year, the Board of Education shall provide health care insurance protection as follows:

- a. Blue Cross and Blue Shield
- b. Rider J
- c. Major Medical

The Board shall pay the full premium of each administrator's individual coverage and in cases where such plans exist, full premium for family plan coverage.

I. It shall be clearly understood by both parties that the salary guide included in this agreement does not guarantee automatic salary increases. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment increment or adjustment increment. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
3. The Board will not take necessary formal action until a date subsequent to the above meeting.

SALARY GUIDE PROVISIONS

4. If the resultant action of the Board is to withhold an increment, it shall, within ten (10) days, give written notice of such action, together with the reasons therefor, to the employee concerned.

Any individual may appeal from such action to the Commissioner of Education pursuant to the provisions of 18A:29-14.

ARTICLE V - SABBATICAL LEAVE

The Board of Education will deal with sabbatical leaves for administrators on an individual basis as the need arises and to fit particular needs.

Applications shall be made in writing to the Superintendent no later than January 15, for the subsequent year.

Each applicant shall be notified in writing by the Superintendent no later than April 1 of the decision concerning his application. The sabbatical leave shall begin in September following the application.

An administrator shall enjoy all rights and privileges during his sabbatical as if he were in full employ as an administrator.

ARTICLE VI - SICK LEAVE

- A. All administrators employed shall be entitled to ten and one-half (10½) sick days each school year if employed on a ten and one-half month contract and twelve (12) sick days each year if employed on a twelve month contract.
- B. Sick leave accumulated prior to formulation of this contract shall remain in full force.
- C. Unused sick leave shall be accumulated from year to year with no maximum limit.
- D. In the case of long-term illness*, administrators who have exhausted their accumulated sick days shall be granted, by the Superintendent, additional sick leave (non-cumulative) at the rate of one (1) day sick leave for each consecutive year in the New Milford School system up to a maximum of ten (10) days (non-cumulative.)

* Long-term illness is defined as a continuing illness causing absence for five (5) consecutive days or more.

ARTICLE VII - TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the school year, administrators shall be entitled to the following temporary leave of absence as follows:

1. Death in the immediate family

Leave with pay following death in the immediate family (wife, husband, son, daughter, mother, father, sister, brother, grandparents) shall be fixed from the date of death until one day beyond the date of burial inclusive. If it is found necessary to exceed the time allotted above, the Superintendent may grant additional time, not to exceed two (2) days at full pay.

2. Death of other relatives

In case of the death of any relative not listed in Part 1. above, the staff member shall be granted a one (1) working day leave of absence, without loss of pay, to attend the funeral.

3. Legal Process

Time necessary for appearances in any legal proceeding connected with the administrator's employment or in any other legal proceeding that the administrator is required by law to attend.

4. Other Leaves

Leave up to two (2) days with pay for personal emergencies (illness in the immediate family, religious holidays and other personal business) shall be granted with pay by the Superintendent of Schools.

TEMPORARY LEAVES OF ABSENCE

5. Up to twenty-one (21) calendar days necessary for persons called into involuntary temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An administrator shall be paid his regular pay in addition to any pay which he received from the federal or state government.
6. Time may be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature and where such attendance shall be pertinent to areas of study; time may be granted for two (2) representatives of the Association to attend conferences and conventions of state and national affiliated organizations. The time mentioned in this paragraph (6) shall be deemed professional time and shall be at the recommendation of the Superintendent.
7. Leaves of absence not covered by any of the preceding paragraphs, but which are sanctioned by the Superintendent, shall be granted with the stipulation that the administrator shall forfeit $1/200$ of his base salary.
8. Any administrator requesting leave under this article shall be given the proper forms to fill out.

TEMPORARY LEAVES OF ABSENCE

- B. Leaves taken pursuant to Section A shall be allowed with the following stipulations:
1. They shall be in addition to any sick leave to which the administrator is entitled.
 2. Except in emergencies, no leave shall be permitted the day prior to, nor the day following, a school holiday or holiday weekend, except at the discretion of the Superintendent.
 3. Except in cases of emergency, all requests for leave shall be in writing stating the reason for the request. After approval by the Superintendent, the request shall be filed in his office. In emergency cases, the leave form will be completed upon return to work.
 4. Leave under Article VII shall not be cumulative.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- A. With respect to matters not covered by agreement between the Board of Education and the Association, the Board of Education agrees that it will make no changes in time and conditions of employment without prior consultation with the Administrators' Association. The decision of the Board will be final in any event and not be subject to the grievance procedure as previously stated.

ARTICLE VIV - DURATION

- A. The provisions of this agreement shall be effective as of July 1, 1971, and shall remain in full force and effect until June 30, 1972, subject to the right of the Board and the Association to negotiate for a modification of the agreement.
- B. Attested to on this tenth day of June, 1971.

The School District of New Milford, N.J.

By: Richard Hook
President of Board of Education

By: D. W. Beibert
Secretary of Board of Education

The New Milford Administrators Association

By: W. R. Funder
President

By: Elizabeth Mac Culloch
Representative