

**2006-2007 to 2008-2009  
AGREEMENT  
BETWEEN THE  
MIDDLESEX BOARD OF EDUCATION  
AND THE  
MIDDLESEX ADMINISTRATORS AND SUPERVISORS ASSOCIATION**

April 3, 2006

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## PREAMBLE

This agreement is made and entered into by and between the Board of Education of the Borough of Middlesex, New Jersey, hereinafter referred to as the "Board" and the Middlesex Administrators and Supervisors Association, hereinafter referred to as the "Association".

## Article 1 RECOGNITION

### 1.1 Unit

The Board hereby recognizes the Middlesex Administrators and Supervisors Association of Middlesex Borough as the majority representative for collective negotiations concerning terms and conditions of employment for the following personnel employed by the Board, but excluding all other:

Principal  
Assistant Principal  
District Director of Guidance  
District Director of Special Services  
District Director of Athletics

### 1.2 Definition of Administrator

Unless otherwise indicated, the term "administrator" when used hereinafter in this agreement shall refer to all employees in the negotiating unit as listed above.

**Article 2**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

**2.1 Negotiation Procedure**

The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A et. seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment. Such negotiations shall begin not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all administrators, be reduced to writing, at the joint expense of both parties, and be ratified by the Board and the Association.

**2.2** During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board shall make available to the Association, in response to reasonable requests made by the Association from time to time, available public information and data concerning the Middlesex Schools which the Association may require in connection with negotiations. Nothing herein contained shall impose any obligation on the Board to disclose any information which may be classified as privileged and/or confidential.

**2.3** Neither party in any negotiations shall have control over the selection of the negotiating representatives of other parties. The parties pledge that their representative shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations. All meetings between the parties for the purposes of negotiations shall be scheduled whenever possible, to take place when the Association and Board representatives are free from assigned duties and other responsibilities. When, however, the parties mutually determine that the meeting shall be scheduled during the school day, the administrators involved shall be excused from their duties and suffer no loss of pay.

**2.4** The agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

## **Article 3 GRIEVANCE PROCEDURES**

### **3.1 Definitions**

**3.1.1** The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decisions, Board policy or state statute affecting employees' terms and conditions of employment.

**3.1.2** Aggrieved Person

An "Aggrieved Person" is the person(s) or the Association making the claim.

**3.1.3** The term "grievance" and the procedure relative thereto shall not be deemed applicable to:

- a. Any matter which is either beyond the scope of the Board's authority or limited to unilateral action by the Board alone.
- b. A complaint of a non-tenured administrator which arose by reason of his/her not being re-employed.
- c. All matters relating to appointment, reappointment, transfer, tenure, promotion, the school calendar, and other matters which are strictly the prerogative of the Board of Education.

### **3.2 Purpose**

The goal of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting administrators. Both parties agree that these proceedings will be kept informal and confidential at any level of the procedure.

### **3.3 Grievance Procedure**

**3.3.1 Time Limitation**

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

**3.3.2 Level One - Superintendent (Informal)**

An administrator with a grievance shall discuss it with the Superintendent either directly or together with the Association's designated representative, with the objective of resolving the matter informally.

**3.3.3 Level Two - Superintendent (Formal)**

If the aggrieved person is not satisfied with the informal disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, the written grievance shall be submitted to the Superintendent.

### **3.3.4 Level Three - Middlesex Board of Education**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was presented to the Superintendent, he/she may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was presented to the Superintendent, whichever is sooner, submit the grievance to the Middlesex Board of Education. The Board shall investigate the grievance and may conduct a hearing, or request the submission of additional written material. If a hearing is held, it shall be held within thirty (30) calendar days of receipt of the grievance. If a hearing is held, all parties in interest shall have the right to be heard. The Board shall make the determination within thirty (30) calendar days from receipt of the grievance if no hearing is held or within thirty (30) calendar days of the hearing, and shall notify all parties of its determination.

### **3.3.5 Rights and Obligations of Administrators**

- a. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his/her option, by a representative selected or approved by the Association.
- b. It is required that all administrators, including the grievant, continue their normal duties diligently under the direction of the Superintendent, regardless of the pendency of any grievance, until such grievance is properly determined.

## **3.4 Level Four**

If the aggrieved person(s) or the Association is not satisfied with the disposition of the grievance at Level Three, the Association may appeal in writing within the next ten (10) calendar days to binding arbitration. Grievances concerning the interpretation, application or alleged violation of the written agreement shall be subject to binding arbitration. The Board's decision shall not be arbitrated in any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or a complaint of a non-tenured administrator not being re-employed; or a complaint by any administrator occasioned by appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required; or a complaint by an administrator arising from his/her assignment, transfer or reassignment; or a matter which, according to law, is exclusively within the discretion of the Board; or warnings, letters of reprimand and/or criticism of an administrator's performance.

The arbitrator shall be selected from the Public Employment Relations Commission. The arbitrator will confer with the parties and hold hearings promptly and will issue a decision not later than twenty (20) days after the close of the hearing. The arbitrator's decision shall be in writing and shall set forth findings of fact, the arbitrator's reasoning and conclusions. The decision shall be considered binding by both parties. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally. Any other costs shall be borne by the party incurring them. Where, however, the grievant elects to proceed without the Association's concurrence, the costs shall not be borne or shared by the Association, but the fees and expenses of the arbitrator shall be borne and shared equally between the grievant and the Board. Time lost by any grievant and/or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

**Article 4**  
**RIGHTS OF ADMINISTRATORS**

Nothing contained herein shall be construed to deny or restrict any administrator's rights he/she may have under New Jersey Laws.

Any derogatory criticism of an administrator by the Superintendent or a Board member, and any derogatory criticism of the Superintendent or a Board member by an administrator, shall be made in private, so far as possible, so as to avoid embarrassment to the individual being criticized.

Employees shall have the right upon reasonable notice of request to review personally the contents of his/her personnel file in the presence of the Superintendent or his/her designee.

No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

**Article 5**  
**BOARD RIGHTS AND RESPONSIBILITIES**

- 5.1** The Board on its own behalf and on behalf of the citizens of the Borough of Middlesex, Middlesex County, New Jersey, hereby retains and reserves unto itself, without limitations, all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey and the United States.
- 5.2** The exercise of the foregoing powers, rights, authorities, duties, and responsibilities of the Board, the adoption of policies, rules, regulations and practices, in furtherance thereof, and use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof in conformance with the constitution and laws of the State of New Jersey and the United States.
- 5.3** It is the right of the Board to determine the standard of services to be offered; determine school curricula; determine the standards of selection for employment; direct its employees; take disciplinary action; maintain the efficiency of operations; determine the methods, means and personnel by which operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out the mission in emergencies; and exercise complete control and discretion over the organization and the technology of performing its work. Decisions of the Board on the aforesaid matters are not within the scope of collective negotiations; provided, however, the questions concerning the practical impact that decisions on said matters have on employees, such as questions of workload or manning, are within the scope of collective negotiations.

**Article 6**  
**INSURANCE PROTECTION**

**6.1.** The Board shall provide health care insurance protection and major medical protection comparable to the existing plans as designated below:

**6.1.1** All existing employees as of January 1, 2006, shall have a choice of one of the following:

**6.1.1.1** Oxford Liberty School Board Plan (POS)

**6.1.1.2** Oxford Liberty School Board Plan (PPO)

**6.1.1.3** Oxford Liberty School Board Plan (Traditional Plan)

Those employees who are enrolled in the Traditional Plan on or before June 30, 2000 will pay 50% of the difference between Traditional coverage and PPO coverage. Employees enrolled in the Traditional Plan after June 30, 2000 will pay 100% of the difference between the Traditional Plan and PPO coverage. Employees not enrolled in the Traditional Plan as of January 1, 2006 will only have a choice of POS or PPO coverage.

The Traditional Plan will no longer be available to any employee as of June 30, 2008.

**6.1.2** Employees hired after January 1, 2006 shall have a choice of one of the following:

**6.1.2.1** Oxford Liberty School Board Plan (POS)

**6.1.2.2** Oxford Liberty School Board Plan (PPO)

**6.1.3** Full coverage for all major medical costs subject to deductible and co-insurance contributions.

**6.1.4** Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall be available for inspection in the Administrative offices.

**6.2** The Board shall provide family dental and prescription insurance plans for all unit members. Effective January 1, 2006, the pharmacy co-payment for brand-name prescription drugs shall be fifteen dollars (\$15.00) and the pharmacy co-payment for generic drugs shall be ten dollars (\$10.00). For mail-in prescriptions, the co-payment for brand-name prescription drugs shall be ten dollars (\$10.00) and the co-payment for generic drugs shall be five dollars (\$5.00).

**6.3** For the duration of this Agreement employees shall be offered the option of waiving health insurance benefits as set forth in the Agreement. Any employee who executes an appropriate waiver will, for the school year to which the waiver applies, receive the following cash incentives paid in two (2) installments, December and June of said year:

<b>Coverage</b>	<b>Single</b>	<b>Parent &amp; Child(ren)</b>	<b>Husband &amp; Wife</b>	<b>Family</b>
Medical	\$1,650	\$2,800	\$3,300	\$4,500
Rx Drug	\$700	\$930	\$1,330	\$1,800
Dental	\$175	\$240	\$240	\$450

New hires who select to waive health benefits shall receive a prorated payment. Re-entry to health coverage shall take place July 1, after an employee elects to not participate, or if there is a change in marital status, upon sixty (60) days written notice to the Board.

**6.4** The Board shall provide a Flexible Spending Account in accordance with Code Section 125 of the IRS for all Association members effective July 1, 2006. The maximum employee contribution to the Medical Flexible Spending Account will be \$1,500 for the 2006-2007 school year. The maximum employee contribution to the Medical Flexible Spending Account for the 2007-2008 school year will be \$2,000.

## **Article 7 CONTRACTUAL YEAR**

### **7.1 Work Year**

The work year shall be twelve (12) months (July 1<sup>st</sup> to June 30<sup>th</sup>).

### **7.2 Vacation**

Total paid vacation days will not exceed twenty (20) days. Paid vacation days will be determined on a basis of 1 and 2/3 days per total contractual months. Administrators hired on or after July 1 shall earn vacation time at the rate of 1 and 2/3 days per month for each full month of service until June 30 of that year. If a first year administrator, who begins employment as of July 1, takes no vacation days during the year, he/she will then have twenty (20) days available for use during the second year of employment. However, if the administrator does take vacation during the first year, it will reduce the number of days available during the second year by the appropriate number of days. An administrator may not take vacation time which has not yet been earned. Upon retirement, resignation or death, the administrator or estate shall receive a lump sum payment of the per diem rate of accumulated days. An administrator may be permitted to carry over a maximum of five (5) days of vacation time into a new fiscal year. The maximum vacation allowance (including carryovers) in any one year shall be twenty-five (25) days.

### **7.3 Holidays**

#### **7.3.1**

Administrators will be required to work on the following State holidays: Columbus Day, Lincoln's and Washington's Birthdays, Veteran's Day and Election Day. The administrators will be entitled to take four (4) recess days to compensate for four of the five State holidays which they are required to work. The paid holiday of President's Day as indicated below will compensate for the fifth State holiday. The four additional recess days are to be taken when school is not in session for students and teachers. Administrators are required to obtain approval of the Superintendent prior to taking any recess days. Requests for recess days will be denied only if there is a demonstrable need.

#### **7.3.2**

Administrators shall receive the following paid holidays:

- Independence Day
- Labor Day
- NJEA Convention (2)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Day after Christmas
- New Year's Eve
- New Year's Day
- Martin Luther King's Day
- President's Day
- Good Friday
- Easter Monday
- Memorial Day

- 7.4** Administrators shall obtain prior approval from the Superintendent as to the periods of vacation time requested so that vacation days may be coordinated within the school district.
- 7.5** In the event that earned vacation days in excess of the five (5) allowable carryover days cannot be taken prior to June 30<sup>th</sup> because of school responsibilities or because the Superintendent denied the request(s), then the administrator will be permitted to carry over all those accumulated days into the next fiscal year. Under the circumstances outlined above, the accumulated vacation day total may exceed the maximum twenty-five day maximum allowance outlined in Section 7.2.

**Article 8  
SICK LEAVE**

- 8.1** Administrators shall be entitled to one (1) sick leave day per month as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Total accumulation and transfer of sick leave days is restricted to those accrued within this district, unless otherwise approved by the Board.
- 8.2** In the event an administrator has exhausted his/her accumulated sick leave, personal and vacation days, he/she may be paid at a rate of seventy-five percent (75%) of his contracted salary per day for each extra day for a period of one year.
- 8.3** Administrators, hired prior to June 30, 2006, who retire in accordance with the provisions of the Teacher's Pension and Annuity Fund shall be compensated for unused sick days as outlined herein.

Administrators hired after June 30, 2006, in order to be entitled to the compensation for unused sick leave outlined herein, must have been employed in the district for ten (10) years, five (5) of those years as an administrator.

- :
- 8.3.1** A retiring administrator with less than or equal to one hundred (100) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation at the rate of fifty dollars (\$50.00) for each day of accumulated sick leave.
- 8.3.2** A retiring administrator with more than one hundred (100) but less than or equal to one hundred fifty (150) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation at the rate of seventy-five dollars (\$75.00) for each day of accumulated sick leave.
- 8.3.3** A retiring administrator with more than one hundred fifty (150) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation at the rate of one hundred dollars (\$100.00) for each day of accumulated sick leave to a maximum of two hundred (200) days (\$20,000).

**8.3.4** A retiring administrator with two hundred (200) or more days of accumulated sick leave and thirty (30) or more years of service in the district in any capacity and who notifies the Board of Education of his/her intention to retire six (6) months prior to retirement will receive a sick leave compensation payment of twenty-five thousand dollars (\$25,000).

**8.4** The maximum payment for accumulated sick leave shall not exceed twenty-five thousand dollars (\$25,000). Sick leave supplemental compensation payment shall be made in three (3) equal installments. An administrator who retires on or between March 1st and the following August 31st will receive their payments on the three succeeding January 1st's; similarly, an administrator who retires on or between September 1st and the following February 28th will receive their payments on the three (3) succeeding July 1st's.

**8.5** In the event of death of a retirement or deferred retirement eligible administrator, as defined by TPAF, the administrator's estate shall be paid his/her compensation for accumulated sick leave upon the basis of Article 8 (8.3.1-8.3.4).

## **Article 9 LEAVES OF ABSENCE**

### **9.1 On the job injuries**

**9.1.1** All injuries incurred while performing school duties, regardless of how minor they may seem, must be reported to the school nurse within two (2) working days from the time of said injuries.

**9.1.2** The school nurse will check the injury and record it. If the employee desires medical attention, or if the nurse recommends same, the nurse will give the employee the resource to contact. The resource will direct the employee to the appropriate health care provider.

**9.1.3** An employee, after being absent from his/her post due to on-the-job injury, must present a report from the doctor certifying that the employee is able to return to work. Such report is to be given to the Secretary to the Board of Education through the school nurse.

**9.1.4** Whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, the Board of Education shall pay such employee the full salary of wages for the period of the absence up to one (1) calendar year, without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wages shall be paid for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under the terms of Workmen's Compensation. Any check representing temporary disability benefits paid or payable to the employee by an insurance company under Workmen's Compensation shall be endorsed by said employee to the order of the Board of Education and sent to the Secretary of the Board of Education. It is the intention of this clause that an administrator shall be entitled to any permanent disability benefits which he obtained under Workmen's Compensation law, but that temporary disability should be paid to the Board of Education, since the Board of Education is paying the full salary for the administrator during that period of time when the administrator is temporarily disabled and unable to work.

## **9.2 Personal Leave**

Administrators may be absent from school duties for four (4) days without loss of pay for personal matters which require such absence during school hours. Formal application to an immediate superior for personal leave shall be made at least five (5) school days before taking such leave, except in the case of emergency. No reason need be stated for taking of personal leave, other than that it is being taken under this section. All unused personal days in any contractual year shall be added to the employee's accumulated sick leave with an annual maximum carryover of fifteen (15) days.

## **9.3 Bereavement Leave**

**9.3.1** Administrators may be absent from school without loss of pay for a period not to exceed five (5) days upon death in the immediate family following the death unless alternative arrangements are made with the Superintendent. The immediate family is construed to mean parents, spouse, spouse's parents, brother, sister, children or other members of the immediate family or household.

**9.3.2** Administrators may be absent from school duties without loss of pay for a period of three (3) days because of the death of a near relative. A near relative shall be construed to mean an administrator's son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, aunt or uncle.

#### **9.4 Other Leaves of Absence**

Other leaves of absence with or without pay may be granted by the Board for good reasons. In the event of serious illness to the administrator's spouse, child, parent, or any member of the immediate household, special consideration may be given by the Board.

**9.4.1** All leave benefits to which the employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return.

**9.4.2** The Board of Education shall provide health-care insurance coverage as indicated in Article 6 to any administrator granted a leave of absence without pay up to a maximum of one year.

#### **9.5 Maternity and Child Care Leave**

Administrators may apply for a leave of absence without pay for the birth or adoption of a child, or to care for that child, in accordance with the provisions of the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

An administrator requesting sick leave for disability due to pregnancy must notify the Superintendent as soon as possible after confirmation of such pregnancy. A mutually agreeable beginning date of such leave shall be established by the Superintendent and the Board on the advice of her physician. The Board may remove the employee from her duties if she is unable or unwilling to perform all of her job responsibilities. Disputes as to physical incapacity shall be decided by the employee's physician and the board's physician, or in the event of disagreement, by a third physician jointly selected by the Board and the employee or by the Middlesex County Medical Society if no agreement is reached on the selection of the third physician.

The administrator shall return to work, unless extended leave for child care has been granted, as soon as she is physically able to perform her duties. The Board may require a certification from the employee's physician as to her medical and physical fitness. The employee shall notify the Superintendent as promptly as possible of the date of her anticipated return to work.

An administrator may apply for an unpaid leave of absence not to exceed twelve (12) months for the care of a new born child or newly adopted child. The Board may grant or deny the request in whole or in part in its discretion, and in the best interest of the school district.

Failure to return to work promptly upon recovery from the disability due to pregnancy or to give the required notice of intent to return from child care leave shall be deemed a resignation from employment.

Upon returning from such leave, an administrator may be returned to the same or an equivalent position as held prior to said leave.

**Article 10  
PROMOTIONS AND TRANSFERS**

**10.1 Promotions**

Whenever possible, the Board will inform the Association regarding long range plans to create new administrative positions, or, if possible, to give advance notice when qualifications for existing positions will be substantially changed.

**10.2 Transfers and Reassignments**

**10.2.1** All administrators will be notified in writing of their assignment for the forthcoming school year not later than June 1 of a given year.

**10.2.2** In the event that changes in assignments are required after such written notification is given, the administrator involved will be notified in writing.

**10.2.3** Administrators requesting a transfer or reassignment should communicate in writing directly to the Superintendent. It is understood that such transfers are made at the sole discretion of the Board of Education upon recommendation of the Superintendent.

**Article 11  
EVALUATION**

**11.1 Copies of Report**

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents are known to him/her. This signature is required but does not necessarily imply agreement with the evaluation. Further, each administrator shall receive a copy of each written evaluation.

**11.2 Right of Employee to Respond**

A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee in compliance with N.J.A.C. 6:3. At such time, the administrator is entitled to have his response to the evaluation heard and appended to the evaluation report.

**11.3 Notice of Contract Renewal**

In accordance with N.J.S.A. 18A:27-4.1, those administrators who are to be renewed shall receive a written offer of a contract from the Board of Education by May 15th. Those non-tenured administrators who are not to be renewed shall receive, also by May 15th, a written notice from the Superintendent that such employment will not be offered. In the latter case, no Board of Education action is necessary and such administrator shall be deemed non-renewed.

**Article 12  
SALARIES**

Salary increases calculated upon the expiring 2005-2006 Base of \$933,059 shall be the following:

2006-2007    5.25%            2007-2008    5%            2008-2009    5%

- 12.1 Salaries of all administrators covered by this agreement are set forth in Appendix A which is attached hereto and made a part of this Agreement.
- 12.2 All administrators shall be paid on a twelve (12) month basis in twenty-four semi-monthly installments.
- 12.3 Any change in the length of the work year made by the Board of Education will result in the use of a prorated salary.
- 12.4 When a payday falls on or during a school holiday, vacation or weekend, administrators shall receive their paychecks on the last previous working day.
- 12.5 Salary increases from one year to the next are not automatic. An increase in salary must receive the endorsement of the Superintendent that an individual's work has been satisfactory for the school year preceding the salary increase consideration. Administrators whose work fails to show evidence of continued professional improvement and whose work does not receive the approval of the Superintendent will not be granted a salary increase.
- 12.6 Administrators hired after February 1st of the calendar year shall not receive a salary increase the following school year.

**Article 13  
EMPLOYMENT**

- 13.1 The Board agrees to hire only certified administrators for every regular administrative position.
- 13.2 The first year salary of each newly hired administrator shall be determined by the Board.
- 13.3 Salaries shall be within the range established by the salary guide.

**Article 14  
NON-ADMINISTRATIVE DUTIES**

The Board and the Association acknowledge that an administrator's primary duties and responsibilities are supervisory and directed to the improvement of instruction and the efficient operation of the total plant.

**Article 15**  
**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

**15.1** The Board of Education recognizes that it shares responsibility with its professional staff for their continued professional development. The Board and the Association support the principle of continuing training of administrators to enhance the educational improvement of instruction. The Board will set aside \$13, 000 in the contract year 2006-2007, \$14,000 in the contract year 2007-2008, and \$15,000 for the contract year 2008-2009 for the purposes of Professional Development for:

- A. Tuition Reimbursement, and
- B. Workshops, Seminars, Conferences, and other such Sessions

**15.2 Tuition Reimbursement**

College courses, which relate to an administrator's assignment in the Middlesex School District and which have been approved by the Superintendent, are eligible for reimbursement up to the Rutgers University graduate school tuition rate.

**15.2.1** The Board of Education will reimburse administrators in the following manner:

- a. Reimbursement for approved courses taken during September through January will be made to the administrator in March.
- b. Reimbursement for approved courses taken during February through May will be made to the administrator in July.
- c. Reimbursement for approved courses taken during June through August will be made to the administrator in October, if and only if the administrator is still a member of the Middlesex staff on September 30.

**15.2.2** The administrator must obtain at least a B or a Pass in a Pass/Fail Course in order to be eligible for reimbursement. Reimbursement will be limited to twelve (12) credits per years for tenured administrators and nine (9) credits per year for non-tenured administrators.

**15.2.3** There shall be a return service obligation. An administrator must work in the Middlesex School District for two (2) consecutive semesters after the semester for which he/she most recently received tuition reimbursement, or after an approved leave. If the administrator fails to work for the two (2) consecutive semesters or fails to return from the approved leave, the administrator will reimburse the district for the money received, through a deduction from his/her last paychecks or through some other legal means. If the administrator is not renewed the employee does not incur the return service obligation.

**15.3** An administrator who expects to be reimbursed for a course or courses must:

**15.3.1** Prior to taking the course or courses, an administrator shall submit in duplicate to the Superintendent of Schools an application for approval to take a course eligible for tuition reimbursement. One copy of the application form will be returned to the administrator within ten (10) school days stating approval or lack of approval. (Tuition Reimbursement Form A)

**15.3.2** Submit a reimbursement request form to the Office of the Superintendent of Schools for approval. (Tuition Reimbursement Form B)

**15.3.3** Submit a receipted bill showing tuition charges.

**15.3.4** Submit an official transcript or a registrar's grade statement covering the courses taken.

**15.3.5** Fill out and submit a Board of Education voucher.

**15.4 Workshops, Seminars, Conferences, or other such Sessions**

The Board of Education will pay for reasonable expenses (including fees, meals, lodging and/or transportation) incurred by an administrator's participation in seminars, workshops, conferences and conventions.

**15.5 Mileage**

The Board of Education will provide each building and district administrator mileage reimbursement for travel on district business, and district-wide responsibilities mileage reimbursement at the IRS rate to be paid quarterly.

**15.6 Professional Associations**

The Board of Education will reimburse each administrator full cost of membership in appropriate professional organizations. Total payment for all memberships for each administrator shall be as follows:

Contract Year 2006-2007: not to exceed one thousand three hundred dollars (\$1,300).

Contract Year 2007-2008: not to exceed one thousand four hundred dollars (\$1,400).

Contract Year 2008-2009: not to exceed one thousand five hundred dollars (\$1,500).

**Article 16  
DURATION**

- 16.1** This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2009.
- 16.2** In witness whereof, the Board and the Association have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their seals to be placed hereon, all on the day and year noted below.

**BOARD OF EDUCATION**

**ASSOCIATION**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Co-President**

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**Co-President**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**