# **AGREEMENT**

# between

# MONROE TOWNSHIP BOARD OF EDUCATION

# and the

# MONROE TOWNSHIP ORGANIZATION OF ADMINISTRATORS AND SUPERVISORS

JULY 1, 2003 - JUNE 30, 2006

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#### <u>AGREEMENT</u>

KNOW ALL PEOPLE BY THESE PRESENTS, that pursuant to the provisions set forth in Title 34, Chapter 303, Laws of 1968, and P.L. 123, Laws of 1974, State of New Jersey entitled New Jersey Employer-Employee Relations Act," the Monroe Township Organization of Administrators and Supervisors of the Township of Monroe in Gloucester County, State of New Jersey (hereinafter called the "M.T.O.A.S.") and the Monroe Township Board of Education (hereinafter called the "BOARD") do hereby enter into this Agreement the 1st day of July 2003.

WITNESSETH THAT it is agreed by and between parties hereto as follows:

#### **ARTICLE I**

#### RECOGNITION

WHEREAS, a majority of principals, assistant principals, supervisor of special services, supervisor of special projects, supervisor of athletics, supervisors of curriculum and instruction, supervisor of technology, director of guidance, and 10-month supervisors in the positions designated in the unit described below in the Monroe Township School District have designated the Monroe Township Organization of Administrators and Supervisors as their representative for the purpose of collective negotiations; and

WHEREAS, such principals, assistant principals, supervisors, and director of guidance constitute an appropriate unit for collective negotiations; now there be it

RESOLVED by the Monroe Township Board of Education, that pursuant to Chapter 123, P.L. Laws of 1974, the Board of Education of Monroe Township, Williamstown, New Jersey recognizes the Monroe Township Organization of Administrators and Supervisors as the exclusive representative for collective negotiations concerning the terms and conditions of employment of all having tenure and/or contract in the unit described below:

Principals, assistant principals, supervisor of special services, supervisor of special projects, supervisor of athletics, supervisors of curriculum and instruction, supervisor of technology, director of guidance, and 10-month instructional supervisors.

#### ARTICLE II

# **NEGOTIATION PROCEDURE**

The parties agree to commence negotiations in accordance with the requirements of N.J.S.A., Title 34, Chapter 123, P.L. 1974. When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the Board and the M.T.O.A.S. Representatives of the M.T.O.A.S. shall be entitled to act for and to negotiate agreements covering all members of the M.T.O.A.S. membership. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with said representatives before they are established. In addition, representatives of the M.T.O.A.S. and designated representatives of the Board shall meet at reasonable times to negotiate in good faith with respect to grievance and terms and conditions of employment.

#### **ARTICLE III**

# **SALARY POLICY**

2003-2004

2004-2005

2005-2006

The administrative salary guide will be based on the following ratios. Each assigned ratio shall be calculated on a base of \$65,839.00 for 2003-2004; \$68,802.00 for 2004-2005; and \$72,242.00 for 2005-2006. It is understood that adjustments in individual salaries will be negotiated until such time all members of this unit have reached the appropriate ratio level. Entry level for new administrators shall be 94% of the ratio for the first year, 96% of the ratio for the second year, 98% of the ratio for the third year, and 100% of the ratio for the fourth year and beyond.

A tenured administrator within the district who is appointed to a position of higher ratio will be placed at 96% of the ratio for the first year, 98% of the ratio for the second year, and 100% of the ratio thereafter.

# SALARY POLICY (cont.)

<u>Position</u>	2003-2004	<u>2004-2005</u>	2005-2006
Principal, High School Principal, Middle School Principal, Elementary Supervisor, Special Services Supervisor, Special Projects Supervisor of Curriculum and Instruction Assistant Principal, High School Supervisor of Athletics Assistant Principal, Middle School Assistant Principal, Elementary	2003-2004  1.65 1.55 1.50 1.45 1.45 1.45 1.40 1.35 1.35	<u>2004-2005</u> 1.375	2005-2006 Same as 2004- 2005
Supervisor of Technology Director of Guidance Instructional Supervisors	1.35 1.35 1.154		

In the event that an administrator is called upon to perform duties which are beyond the workday, determined by the superintendent, and approved by the Board of Education not to be within his/her job description, that administrator will be compensated at the per hour rate of \$37.75 for 2003-2004; \$39.40 for 2004-2005; and \$41.40 for 2005-2006.

#### **ARTICLE IV**

## **INSURANCE PROTECTION**

The Board agrees to pay the full cost for family coverage for all full-time employees for P.A.C.E. coverage for Blue Cross, Blue Shield, Rider J, and Major Medical for the term of this contract.

As per federal law, the Board shall offer each administrator a family HMO Plan as an alternative to the medical insurance plan. In the event the HMO Plan cost per employee exceeds the present Blue Cross, Blue Shield plan's cost, the employee will incur the differential.

The Board will offer the Blue Cross Point of Service Health Insurance Program along with the other listed medical coverage for all administrators. Participants in this plan shall have the right to enroll in this program without penalty of prejudice.

# **INSURANCE PROTECTION** (cont.)

The Board will pay full cost for a \$5/10 co-pay prescription plan for the employee and family.

The Board will pay the full-family dental premium for the duration of the contract. Such premium cost will be capped at the premium in effect at the end of the contract.

For the duration of the contract, employees will receive any and all increases in benefits that the other negotiating units receive.

# **CONTRIBUTORY INSURANCE**

The Board will provide to administrators full repayment for the life of this Agreement toward Contributory Pension Insurance.

#### **Health Benefits Coverage Upon Retirement**

Administrators retiring from service in Monroe Township will have health benefits coverage continued at the employer's expense for life. To be eligible, an administrator must complete a minimum of twenty-five (25) years in an educational capacity in the Monroe Township District and must retire from service from this district. Health benefits coverage provided by the employer at the time of retirement will include those programs in existence and shall be available to the retiring administrator and spouse only. Should the administrator predecease a spouse, the benefits shall continue for the surviving spouse as long as survival status does not change. If a spouse predeceases an administrator, the benefit will continue for the retired administrator, only, and cannot be expanded for any change in marital status. While the coverage to be provided is "husband-wife," a retiring administrator may request family coverage, if eligible; however, additional costs for such extended coverage will be paid by the retiring administrator.

# Retirement - Sick Leave Benefit

Upon retirement from the district, an administrator will be reimbursed for unused sick leave. Payment shall be based on 62% for 2003-2004; 62% for 2004-2005; and 64% for 2005-2006. The per diem rate shall be calculated on a twelve (12)-month basis or two hundred forty (240) days per year. Reimbursement will be made over a period of three (3) to six (6) years at the discretion of the administrator. This decision must be made at the time of retirement. In the event of the death of the employee, the remaining amount will be made to the employee's beneficiary. Beneficiary will be named at retirement.

Any new administrator hired from July 1, 1999, will be reimbursed for his/her administrative sick leave at retirement at a rate of 40% of the per diem rate.

## Sick Leave Buy-Out

Each district administrator having a minimum of fifteen (15) years employment with ten (10) of these years as an administrator in Monroe Township may apply accumulated sick leave not to exceed fifty (50) days per year for payment. This payment will be calculated at the current contract year "payment schedule for unused sick leave at retirement." One hundred (100) sick days, however, must remain as a minimum in each administrator's accumulated sick leave total.

An administrator requesting this stipend must submit this request in writing by November so that payment can be issued in July of the following year. All particulars concerning this procedure are the full responsibility of the requesting administrator.

An administrator entering this unit from our teaching ranks after July 1, 1996, will utilize accrued administrative sick leave when necessary and available. The accrued teacher accumulated sick leave will only be used when the administrative sick leave is totally depleted.

Any new administrator contracted after July 1, 1996, will have his/her teacher-accumulated sick leave calculated identically to the formula for teaching staff.

Payments for administrative sick leave accrued in Monroe Township shall be based on the administrative contract language, "Retirement-Sick Leave Benefit."

#### **ARTICLE V**

#### **VACATION**

All 12-month administrators shall receive twenty-two (22) days vacation after completion of one (1) year service as a full-time administrator in the district.

#### **Accumulation**

Wherein any fiscal year, the vacation or any part thereof is not granted by reason of pressure of school district business, such vacation periods or parts thereof not granted, shall accumulate and shall be granted during the next succeeding year (fiscal) only. If granted, the vacation must be taken or any unused leave would be forfeited. However, if the administrator's presence is required and the Board of Education does not grant the requested vacation leave within the scope of the policy, and as a result, the employee would, in effect, lose vacation time, the administrator would be paid for that equal time.

If at the time of resignation or retirement, said employee having unused vacation time accumulated that had been denied after request, this and/or current accrued vacation shall be either granted or reimbursement given

#### ARTICLE VI

# **INCLEMENT WEATHER**

When schools are closed because of inclement weather, each administrator shall determine his/her attendance during the day of closing or any portion thereof.

## **ARTICLE VII**

## TRAVEL EXPENSES

When administrators must use their own automobiles for school district business, they will be paid the prevailing IRS rate per mile.

#### **ARTICLE VII A**

#### CONVENTIONS

A total of six (6) administrators may attend a national conference on a rotating basis at the approval of the superintendent of schools. The arrangements, reservation procedure, and reimbursement of expenses will be coordinated identically to the approved policy governing School Board Members Attending Conventions.

#### **ARTICLE VIII**

# **TEMPORARY LEAVE OF ABSENCE**

Professional days shall be granted at the discretion of the superintendent.

There shall be three (3) personal days granted at the discretion of the superintendent. Personal days are to be used only for such personal business matters as appearance in court, settlement of purchase and sale of real estate, call by IRS for review of tax returns, religious holidays, physical examination for the armed forces, graduation when receiving a degree, and such other personal business matters that are not possible to transact during out-of-school hours. Up to three (3) personal days per year, if unused, may be applied to accumulated sick leave.

# TEMPORARY LEAVE OF ABSENCE (cont.)

Any administrator who uses thirty (30) or more consecutive workdays of sick leave may be asked by the Board of Education to submit to a second opinion by the school physician. If the opinions of the two physicians, the employee, and the Board of Education are in conflict with each other, then a third opinion may be sought by a physician mutually agreed upon by both parties. The fee for the second and third opinions will be borne by the Board of Education.

#### **Death in Family**

In the event of death in the immediate family, administrators shall be granted with pay for attending the deathbed, funeral or to make funeral arrangements as hereinafter stated:

- a. An allowance of five (5) days shall be granted in the case of death in any of the following:
  - 1. employee's parents, spouse, children, brothers, sisters, parents of the employee's spouse, and other persons residing as members of the household of the employee.
  - 2. legally adopted members of the family and step-relationships as outlined in a-1.
- b. An allowance of three (3) days shall be granted to attend the funeral of any of the following:
  - 1. uncle, aunt, grandparents, and grandchildren of the employee.
  - 2. brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law of the employee.

#### ARTICLE IX

#### ADMINISTRATIVE EMPLOYEES

Administrators and all parties to this contract should be notified of their contract and salary for the ensuing year no later than May 30; and the employee must return the contract indicating his/her desire for the ensuing year I a timely fashion.

#### ARTICLE X

# **EDUCATIONAL IMPROVEMENT**

Any administrator or other professional employee who is a party to this contract and takes a course or courses to better his/her professional knowledge in his/her field shall be reimbursed up to \$2,000.00 per year with a maximum of \$12,000.00 for the entire unit.

#### **ARTICLE XI**

# **FRINGE BENEFITS**

All fringe benefits now being provided shall be continued. The Board of Education will provide membership in one (1) professional organization for each administrator, selected at the option of the administrator, with the approval of the superintendent.

## **ARTICLE XII**

# **CONTRACT MEMORANDUM**

The Board agrees to a contract memorandum to read as follows:

"The Board will notify the M.T.O.A.S. of the identity of an individual selected for an administrative position within sixty (60) calendar days of the last day for application, or if that position has not been filled within that period of time, notification of the reason(s) for the delay."

#### ARTICLE XIII

## **GRIEVANCE PROCEDURE**

## Level 1

Should any administrator feel aggrieved regarding his/her position responsibilities, he/she should attempt to resolve his/her complaint with his/her immediate supervisor. All grievances should be filed within thirty (30) days of the occurrence of the specified problem.

#### Level 2

Should the administrator feel that his/her grievance has not been satisfactorily resolved, he/she should submit, in writing, a statement of the grievance and his/her expected resolution to the superintendent of schools, within five (5) working days of his/her meeting with his/her immediate supervisor.

#### Level 3

Should the administrator feel that his/her grievance has not been satisfactorily resolved by the superintendent of schools, he/she may, within five (5) working days of the receipt of the superintendent's response, submit a written request for a hearing with the Board of Education. The Board of Education will hold a hearing within fifteen (15) working days of the written request and will respond to the administrator, in writing, within ten (10) working days following the hearing.

#### General

- 1. Administrators are entitled to representation at any level.
- 2. Position retention is not subject to grievance.
- 3. Every attempt should be made to resolve grievances at the first level.

#### **ARTICLE XIV**

# **DURATION OF AGREEMENT**

This Agreement shall take effect July 1, 2003, and expire June 30, 2006.

Mr. Janes	7/9/02
PRESIDENT MONROE TOWNSHIP BOARD OF EDUCATION	DATE
BOARD SECRETARY MONROE TOWNSHIP BOARD OF EDUCATION	7-10-02/ DATE
CHAIR ERSON, M.T.O.A.S.	7/1/02 DATE
VICE-CHAIRPERSON, M.T.O.A.S.	DATE

# SIDE BAR

The maximum vacation days permitted for a member of the MTOAS is as follows:

July 1, 2003 - Total 50

July 1, 2004 - Total 35

July 1, 2005 - Initial contract language

If an administrator retires prior to June 30, 2005, the maximum amount of days that can be taken for vacation, directly prior to the retirement date, will be 10 and the maximum amount for reimbursement will be 22.