

2019 – 2023

AGREEMENT

between

THE MADISON BOARD OF EDUCATION

of the

BOROUGH OF MADISON, NEW JERSEY

and

THE MADISON ADMINISTRATORS ASSOCIATION

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

This agreement is entered into this 1st day of July 2019 by and between the Board of Education of the Borough of Madison, New Jersey (hereinafter called the "Board") and the Madison Administrators' Association (hereinafter called the "Association") until June 30, 2023. In consideration of the following mutual covenants, the parties do hereby agree as follows:

ARTICLE I – RECOGNITION

A. SCOPE OF UNIT

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

Building Principals
Assistant Building Principals
Director of Special Services

All other personnel are excluded from the scope of the Madison Administrators' Association bargaining unit and any other position which would require a principal or appropriate certification for the position.

B. DEFINITION OF TERMS

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

ARTICLE II – NEGOTIATION PROCEDURE

A. DEADLINE DATES

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, of the State of New Jersey in a good faith effort to reach agreement on all matters concerning terms and conditions of employment presented for negotiation. Negotiations shall commence with a meeting at a mutually satisfactory location within fifteen (15) days after Board receipt of request to commence negotiations. Unless the Board and the Association mutually agree to an extension of time, negotiations shall begin no later than May 15 of the calendar year in which this Agreement expires.

The two sides will sign off on the scatter-gram by October 15 of the final year of the current agreement.

B. NEGOTIATING TEAM AUTHORITY

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations. It is understood that the negotiating representatives are without authority to make binding agreements on behalf of their respective constituents.

C. MODIFICATION – UNDERSTANDING OF PARTIES

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

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

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

ARTICLE III – GRIEVANCE PROCEDURE

A. DEFINITION

A “grievance” within the meaning of this Agreement shall be any controversy or dispute relating to matters of terms and conditions of employment affecting an employee of the bargaining unit.

B. PURPOSE

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

C. PROCEDURE

1. Level One – Informal Action

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

2. Level Two – Formal Action

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

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

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

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

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

Should such attempts at a resolution fail to produce a satisfactory solution within twenty (20) school days from the date of receipt of this written grievance by the Superintendent, or should the Superintendent render a decision in writing within the twenty (20) school day period, the grievant may appeal to the Board of Education within ten (10) school days

of receipt of the Superintendent's decision or lapse of the twenty (20) day period for resolution at this Superintendent's level. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant and other parties of interest and render a decision in writing within twenty (20) school days of receipt of grievance by the Board.

D. UNIT EMPLOYEE RIGHTS

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

E. TIME LIMITS

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

ARTICLE IV – UNIT EMPLOYEE RIGHTS

A. RIGHTS AND PROTECTION IN REPRESENTATION

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

B. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any employee of the Association Unit such rights as he or she may have under New Jersey School laws or other applicable laws and regulations. Further, any provision contained herein which is held to be contrary to law or decisions of the Commissioner of Education or of the Public Employment Relations Commission shall be held to be null and void and not enforceable.

C. JUST CAUSE PROVISION

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

D. REQUIRED MEETINGS OR HEARINGS

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

ARTICLE VI – EVALUATION

A. INTENT

Evaluations of MAA unit employees will be in accordance with New Jersey law.

B. EVALUATION PROCEDURES

1. Copies of Reports

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

2. Right of Unit Employee to Respond

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

3. Notice of Contract Renewal

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

ARTICLE VII – LEAVES OF ABSENCE

A. SICK LEAVE

1. All employees of the Association Unit on a twelve (12) month contract shall be entitled to fourteen (14) days of sick leave per year. Unused days of sick leave entitlement shall be accumulated from year to year.
2. Sick leave may be utilized during the actual period of disability during pregnancy in accordance with state laws, regulations, and case law.

- a. Absent medical documentation to the contrary, employees will be presumed disabled as a result of pregnancy/childbirth for thirty (30) calendar days before and after the date of delivery. Other than completing the U.S. Department of Labor Form WH-380, "Certification of Health Care Provider," no other medical documentation shall be required in order to use sick leave during this period. Employees may use sick leave outside of the thirty (30) day period upon providing medical documentation evidencing a pregnancy/childbirth related disability.
 - b. Employees shall utilize their entitlement to sick leave for all pregnancy/childbirth-related disability prior to commencing Family and Medical Leave Act ("FMLA") leave. In accordance with its eligibility rules and regulations, employees shall use FMLA leave for any period of pregnancy/childbirth-related disability during which the employee has no sick leave available.
3. Family leave for the care of a newborn or newly-adopted child will be granted without pay, to eligible employees in accordance with the federal Family and Medical Leave Act and the state Family Leave Act ("NJFLA") and applicable regulations. Leave taken for the same purpose; e.g. to care for a newborn, shall count simultaneously against both FMLA and NJFLA. Notwithstanding the foregoing if an employee is utilizing FMLA leave because of his or her own disability, including a disability related to pregnancy or childbirth, and a child is born or adopted while he or she is still on FMLA disability leave, the intervening birth, adoption or serious family illness does not convert the FMLA leave to a leave under the NJFLA. For as long as the employee continues to be eligible for FMLA leave based on his or her own disability, the leave does not simultaneously count against the employee's entitlement under the NJFLA.
4. Leave for the care of a newborn or newly adopted child will be granted, without pay, to tenured employees, in addition to any leaves described above, for the remainder of the academic year in which the leave is granted. Renewals of unpaid childcare leave for not more than the succeeding full academic year may be approved at the Board's discretion. Time on unpaid leave pursuant to this paragraph shall not be credited for tenure accrual and salary guide advancement.
5. Requests for unpaid leave pursuant to paragraph 3 by non-tenured employees may be granted at the sole discretion of the Board. Time on such unpaid leave shall not be credited for tenure accrual and salary guide advancement.
6. Employees must apply for unpaid family or childcare leave no less than ninety (90) calendar days prior to the anticipated delivery day wherever possible, or in the case of adoption, as soon as the employee is informed of the date custody of the child will be obtained.

B. CONVERSION OF SICK DAYS UPON RETIREMENT

Employees hired prior to May 21, 2010, in any position in the district, who resign after a minimum of ten (10) years of service in the district at the time of termination and/or employees retiring from the district under the New Jersey Administrator Pension and Annuity Plan, will be compensated for one half (1/2) of their unused sick leave entitlement at the per diem rate (1/240th) of his or her last year's salary as accumulated under the provisions of Paragraph A, with a maximum amount of \$7,500 pursuant to N.J.S.A. 18A:3.0-3.6. Any members of the Association hired after May 21, 2010, will only be eligible for payouts at the time of retirement on accumulated sick time that is accumulated in association with their administrative position and their membership within the Madison Administrators' Association and will be compensated for one half (1/2) of their unused sick leave entitlement at the per diem rate (1/240th) of his or her last year's salary as accumulated under the provisions of Paragraph A, with a maximum amount of \$7,500 pursuant to N.J.S.A. 18A:3.0-3.6..

C. TEMPORARY LEAVE OF ABSENCE

Upon the recommendation of the Superintendent, the Board may grant a leave of absence of short duration at full salary for good reason. The decision of the Board shall be on a case-by-case basis and its decision shall be final in all cases.

D. EXTENDED LEAVE OF ABSENCE

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

E. RETURN FROM PAID LEAVE

1. **Salary.** In cases of leave with pay, employees of the Association shall be considered as if having been actively employed by the Board during the leave and shall be placed on the salary schedule at a level he/she would have achieved had he/she not been absent.
2. **Benefits.** All benefits to which an employee of the Association Unit was entitled at the time of his or her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.

F. EXTENSIONS AND RENEWALS

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

G. SNOW DAYS

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

H. INTENT TO RETIRE

1. MAA members shall provide the district with sixty (60) calendar days advance notice of their intention to resign their position within the school district or retire. This requirement

of advance notification may be modified by the Board of Education based upon recommendation by the Superintendent.

2. No less than thirty (30) calendar days prior to the termination of employment date, MAA members will be provided with a full accounting of anticipated payouts for unused sick and vacation days as well as a list of any technology items owed to the Board. MAA members are entitled to a meeting with the Superintendent to address any discrepancies fifteen (15) calendar days prior to the termination of employment date.

ARTICLE VIII – VACATION/PERSONAL/BEREAVEMENT LEAVE

A. VACATION ENTITLEMENT

The identified school closings and/or holidays shall be granted in accordance with the following schedule:

- July 4
- Labor Day
- Yom Kippur and/or Rosh Hashanah (whichever day(s) the students and teachers have off)
- Thursday and Friday of NJEA Convention
- Thanksgiving Day and the day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day and the day after Christmas Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Monday of spring vacation
- Memorial Day

Note: all holidays are subject to the school calendar.

Twenty (20) days of vacation per year shall be provided for each employee of the Association Unit on twelve-month contract with a prorated amount applied for eligible unit employees with less than one (1) year of service. Twenty-five (25) days of vacation shall be provided for each unit employee earning tenure in accordance with New Jersey law as an administrator in the Madison School District.

With the prior approval of the Superintendent, the employee may carry over from one year to the next a maximum of five (5) unused vacation days, which the employee must use during the next succeeding year of employment or those days not taken will be forfeited.

Upon the employee's separation from employment with the district, the employee shall be paid for accrued, unused, carried-over vacation days, to the extent permitted by statute. Accrued and unused vacation days will be prorated accordingly and the per diem rate shall be calculated as 1/240th of the employee's then current annual salary.

The employee shall not be compensated for more than thirty days of accumulated but unused vacation days. In the event of the employee's death prior to separation, payment shall be made to his/her estate.

B. PERSONAL LEAVE

1. Three (3) days leave of absence for legal, business, personal or family matter which cannot be cared for during out of school hours will be granted at full salary in any academic year.
2. All unused personal days shall roll over into accumulated sick leave.
3. Except in cases of emergency, requests for personal leave shall not be granted on the day prior to or subsequent to a holiday or school vacation period.
4. Except in cases of emergency, requests for personal leave shall be made in writing to the Superintendent at least forty-eight (48) hours in advance of the desired absence.
5. An individual request for additional personal days in excess of the three (3) days may be granted at the discretion of the Superintendent.

C. BEREAVEMENT LEAVE

1. Up to a maximum of five (5) working days per occurrence, one of which may be utilized up to sixty (60) days after the day of death, shall be granted to an employee who suffers a death in the immediate family. "Immediate family" includes spouse/significant other (domiciled with employee), civil union partner, mother, father, mother-in-law, father-in-law, child, brother, sister, grandparent, grandchild, step-mother, and step-father.
2. Up to two (2) consecutive working days per occurrence shall be granted to an employee who suffers a death of a specified relative who is not a member of the immediate family. Specified relatives include brother-in-law, sister-in-law, aunt, uncle, cousin, nephew, and niece.
3. In the event of extenuating circumstances, requests for flexibility in the application or the use of Bereavement Leave will be considered. The refusal to grant any such request shall not be subject to the grievance procedure.

ARTICLE IX – PROFESSIONAL DEVELOPMENT

A. PROFESSIONAL DUES

The Board shall make direct payment for professional dues for each employee of the Association Unit in professional organizations approved by the Superintendent on a case-by-case basis in the amount not to exceed \$1,800 per year upon receipt of completed application by membership annually.

B. REIMBURSEMENT OF TUITION

1. The Board shall reimburse employees of the Association for tuition costs for courses taken in connection with an approved program of professional development studies, from an accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1.
2. Effective upon ratification, the Board has agreed to allocate \$30,000 annually for continuing education tuition reimbursement for employees of the MAA; individual employees will be capped at \$10,000/year (July 1 – June 30) for continuing education tuition reimbursement for approved course work.
3. In the event that there are multiple employees of the bargaining unit drawing upon the annually approved tuition reimbursement allocation of \$30,000, the funds will be equally divided among the employees based on their tuition reimbursement requests and the monies, however not to exceed the individual threshold of \$10,000/year. In the event that the number of tuition reimbursement requests exceeds the Board allocation of \$30,000 in a given year (July 1 – June 30), the Board will immediately notify the Association membership in writing that no more tuition reimbursement requests will be accepted until July 1 of the next school year. Unused tuition reimbursement allocation in a given year shall not be rolled into the next school year.
4. All courses and programs for which tuition reimbursements are to be requested must be approved by the Superintendent prior to registration. Tuition reimbursement payments shall be made by the Board within 30 days receipt of proof of course completion by the Board of Education office.
5. Employees hired before January 1, 2020 will have their Leaders 2 Leaders registration and program fees covered under the Tuition Reimbursement of the Tuition clause.

ARTICLE X – INSURANCE PROTECTION

A. MEDICAL COVERAGE

The Board will make available full medical coverage for all eligible employees (i.e. those who regularly work a minimum of twenty-five (25) hours per week or more) and their eligible dependents. The Board will provide coverage through the School Employee Health Benefits

Program (“SEHBP”). If the Board chooses to leave the SEHBP, the Board will provide coverage equivalent to or better than the SEHBP. All employees shall contribute to their healthcare coverage in accordance with the rates set forth in New Jersey law (Ch. 78, P.L. 2011). Effective January 1, 2018, Direct 15 will be the base plan offered to all employees, with the option for the employee to purchase up to Direct 10 at his/her own expense in addition to the employee’s contribution as set forth in Ch. 78, P.L. 2011.

B. DENTAL COVERAGE

The Board will make available for all eligible employees as defined in Section A and their eligible dependents the New Jersey Dental Service Plan Inc. (or equivalent coverage) and agrees to pay program costs. The Board reserves the right to select the carrier. All new employees hired as of July 1, 1998, who regularly work twenty-two (22) hours per week or more, will be enrolled in a POS or PPO (Preferred Provider Org.) for the individual employee only. The traditional plan and/or eligible dependent coverage will be available at the cost differential.

ARTICLE XI – TAX-SHELTERED ANNUITY

A. TAX-SHELTERED ANNUITY PROVISION

The Board shall pay an annual premium for each employee, hired on or before January 1, 2017, for a tax-sheltered annuity during the term of this Agreement. Payment will be made in December and June of each year in two (2) equal installments and a written statement of deposit will be provided to each employee at the time of the deposit is made. The payment shall be made as follows:

Year	Amount
2019-2020	\$4,100
2020-2021	\$4,100
2021-2022	\$4,100
2022-2023	\$4,100

B. TAX-SHELTERED ANNUITY DEDUCTION

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

ARTICLE XII – DURATION OF AGREEMENT

This contract was agreed upon by both the Madison Board of Education and the Madison Administrators’ Association on XXXX. This Agreement shall be effective and shall continue in effect through June 30, 2023 with no re-openers except as the parties may mutually agree and except as provided by Article II, Paragraph A of this Agreement.

ARTICLE XIII – NOTIFICATION

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

1. If by the Association to the Board:

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

cc: Superintendent of Schools
(same address)

2. If by Board to the Association:

Lead Negotiator
Madison Administrators' Association
Central Avenue School
50 Central Avenue
Madison, New Jersey 07940

ARTICLE XIV – SALARIES

- A. The salaries for administrators covered by this agreement are set forth in Appendix I, and shall be retroactively implemented effective July 1, 2019.
- B. Newly employed administrators shall be placed on the guide according to the 2.7% yearly salary increment outlined in Appendix I.
- C. Newly employed administrators shall be placed on the guide according to salary recommendations proposed by the Superintendent and approved by the Board.
- D. Administrators hired before January 1 of a given school year shall be eligible for negotiated salary increase in the following year (July 1).

APPENDIX I

2.7% increase / 2.5% for Greg, Kathy, Tom, & Kelly						
Name	Position	Salary 18-19	Salary 19-20	Salary 20-21	Salary 21-22	Salary 22-23
Greg Robertson	MHS Principal	\$178,715	\$183,183			
David Drechsel	MHS Principal		\$150,000	\$154,050	\$158,209	\$162,481
Kelly Bosworth	MHS AP		\$130,000	\$133,250	\$136,581	\$139,996
Todd Jensen	MHS AP		\$126,000	\$129,402	\$132,896	\$136,484
Christine Internicola	MHS AP		\$129,000	\$132,483	\$136,060	\$139,734
Andrea Padelsky	MHS AP		\$120,000	\$123,240	\$126,567	\$129,985
Louis Caruso	MJS Principal	\$147,610	\$151,595	\$155,689	\$159,892	\$164,209
Brooke Phillips	MJS AP		\$115,000	\$118,105	\$121,294	\$124,569
Kathleen Koop	KRS Principal	\$147,590	\$151,280	\$155,062	\$158,938	\$162,912
Thomas Liss	CAS Principal	\$140,100	\$143,603	\$147,193	\$150,872	\$154,644
Allison Stager	TJS Principal	\$130,000	\$133,510			
Ileana Sing	TJS Principal		\$127,000	\$130,429	\$133,951	\$137,567
Christine Seminerio	Director of Special Services		\$130,000	\$133,510	\$137,115	\$140,817