

2311

November 4, 1994

1994 - 1997 AGREEMENT

BETWEEN

MIDDLESEX BOROUGH BOARD OF EDUCATION

AND THE

MIDDLESEX ADMINISTRATORS AND SUPERVISORS ASSOCIATION

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PREAMBLE

This agreement is made and entered into by and between the Board of Education of Middlesex, 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

A. Unit

The Board hereby recognizes the Middlesex Administrators and Supervisors Association of Middlesex Borough as the majority representative for collective negotiation concerning terms and conditions of employment for the following personnel employed by the Board:

Principal
Assistant Principals
K - 12 Language Arts Supervisor
K - 12 Mathematics Supervisor
Director of Special Services
Director - Project Climb

B. 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 II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Negotiation Procedure

The parties agree to enter into collective negotiation over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et. seq. 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.

- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. 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 part of the Board to disclose any information which may be classified as privileged and/or confidential.
- C. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other parties. The parties pledge that their representative shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals 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 involved 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.
- D. 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 PROCEDURES

A. Definitions

1. A "grievance" is a claim by an administrator based upon the interpretation, application, or violation of this Agreement.
2. Aggrieved Person
An "Aggrieved person" is the person(s) or the Association making claim.
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 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.

B. 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.

C. Procedure

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.

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. Level Two - Superintendent (Formal)

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

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 a 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.

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.

ARTICLE IV

RIGHTS OF ADMINISTRATORS

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

ARTICLE V

BOARD RIGHTS AND RESPONSIBILITIES

- A. 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.
- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices, and furtherance thereof, and use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of New Jersey and the United States.
- C. It is the right of the Board of Education 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 of Education 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 VI

INSURANCE PROTECTION

A. The Board of Education shall provide health care insurance protection comparable to Blue Cross/Blue Shield and Prudential Major Medical as designated below:

1. Full Individual or Family Coverage for:
 - a. Hospital room and board and other eligible expenses
 - b. Surgical Costs
 - c. Rider "J" Diagnostic Rider which provides additional outpatient coverage.
 - d. Major Medical eligible expenses.

The Board shall provide all administrators insurance protection as provided by State Laws, including by way of illustration, but not by way of limitation, N.J.S.A. 18A:30-2.1, and 34:15-1 et. seq.

B. The members of the Administrative unit shall be entitled to all insurance benefits that are granted to other bargaining units in the district. In the event said benefits are granted to other bargaining units prior to the expiration of this contract, those same benefits will automatically be part of the Administrative Unit Contract effective that date they are provided to the other unit.

C. Retirement/Medical Insurance

The Board shall pay the full cost of full family Blue Cross/Blue Shield, Major Medical, Prescription and Dental Coverage for any administrator who retires at age fifty-five (55) with twenty-five (25) years of service in the district. The Board agrees to pay for such benefits until the administrator reaches the age which entitles him/her to Medicare.

ARTICLE VII

CONTRACTUAL YEAR

A. Work Year

1. The work year for administrators employed as administrators in the district prior to July 1, 1994 shall be the same as that administrator's 1992-93 work year unless the administrator is transferred to a position with a longer work year (example: supervisor to high school principal).
2. The work year for administrators initially employed in an administrative position in the district on or after July 1, 1994 shall be ten, ten and one half or twelve

months as determined by the Board at the time the administrator is hired.

B. Vacation (Twelve month administrators)

Total paid vacation days will not exceed twenty (20) days. Paid vacations days will be determined on a basis of 1 2/3 days per total contractual months. Administrators hired on or after July 1, shall earn vacation time at the rate of 1 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 time 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 vacation days. With the approval of the Superintendent, 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 carry overs) in any one year shall be twenty-five (25) days.

C. Holidays

1. All administrators will be required to work on the following State holidays: Columbus Day, Lincoln's Birthday, Washington's Birthday, Veterans' Day and Election Day. The administrators will be entitled to receive five additional days during which they will not be required to report to work to compensate for the five State holidays which they are required to work, but before taking any of these additional days, they must obtain prior approval from the Superintendent of Schools.

2. Administrators initially employed in an administrative position in the district on or after July 1, 1994 shall receive only the following paid holidays provided the holiday occurs during the administrator's work year:

Independence Day
Labor Day
N.J.E.A. Convention (2)
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King's Birthday
Good Friday
Monday after Easter
President's Day
Memorial Day

- D. 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.
- E. In the event that earned vacation days cannot be taken because of Superintendent approved school responsibilities, the administrator will be given compensatory days during the next school year at a mutually agreeable time.

ARTICLE VIII

SICK LEAVE

- A. All administrators shall be entitled to one (1) sick leave day per contract 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.
- B. No deduction shall be made from an administrator's accumulated sick leave if the absence is due to personal illnesses resulting from chicken pox, measles, mumps, or scarlet fever.
- C. In the event an administrator exceeds his/her accumulated sick leave, he/she may be paid at a rate of seventy-five (75) percent of his contracted salary per day for each extra day for a period of one year to be determined on a case-by-case basis by the Board of Education. The Board of Education, in its judgment, may extend paid sick days at the above percentage for a period of time beyond one year.
- D. Administrators who retire on or after July 2, 1996 shall be compensated for unused sick leave in a lump sum payment as follows:
 - 1. A retiring administrator with up to ninety-nine (99) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation at a rate of thirty (30) dollars for each day of accumulated sick leave.
 - 2. A retiring administrator with at least one hundred (100) but not more than one hundred and forty-nine (149) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation at a rate of thirty-five (35) dollars for each day of accumulated sick leave.
 - 3. A retiring administrator with one hundred and fifty (150) or more days of accumulated sick leave at the time of retirement shall be entitled to supplemental compensation at a rate of forty (40) dollars for each day of accumulated sick leave with the maximum payment not to exceed \$8,000.00.

- E. Any administrator who retires in accordance with provisions of the TPAF on or before July 1, 1996, and who gives written notice to the Board of his/her intention to retire on or before July 1, 1995 shall be compensated for unused sick leave, at the individual's per diem rate for each unused sick leave day. The maximum payment under this provision shall be twenty-five thousand dollars (\$25,000). Payments shall begin on September 15th of the school year following the administrator's last work day and shall be made on the two succeeding September 15ths. Payment shall be in three equal installments.

ARTICLE IX

LEAVES OF ABSENCE

A. On-the-job injuries

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.
2. The school nurse will check the injury and record same. If the employee desires medical attention, or if the nurse recommends same, the nurse will give the employee a list of "Compensation Doctors." The employee must go to one of these doctors in order to be reimbursed for medical fees.
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 of the Board of Education through the school nurse.
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 to such employee the full salary of wages for the period of such 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 he 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 the 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 benefits 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.

B. Personal Leave

1. 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 needed to be stated for the 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.

C. Bereavement Leave

1. Personnel may be absent from school without loss of pay for a period not to exceed five (5) days upon a death in the immediate family. The immediate family "is construed to mean parents, spouse, spouse's parents, brother, sister, children or other members of the immediate household."
2. Personnel 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, grandfather, aunt or uncle.

- D. Other leaves of absence with pay may be granted by the Board for good reason. 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.

ARTICLE X

PROMOTIONS AND TRANSFERS

A. Promotions

1. When any administrative position becomes open, the qualifications of present administrators will be reviewed before candidates outside the district are considered.
2. When all other factors are substantially equal in filling all vacancies, preference shall be given to qualified administrators already employed by the Board.
3. 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.

- B. Transfers and Reassignments
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.
 2. In the event that changes in assignments are required after such written notification is given, the administrator involved will be notified in writing.
 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 XI

EVALUATION

- A. 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.
- B. 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 the N.J.A.C. 6:3. At such time, the administrator is entitled to have his response to the evaluation hear and appended to the evaluation report.
- C. Notice of Contract Renewal
Each non-tenured administrator shall receive written notice on or prior to May 15 of the year, informing the administrator if his/her contract will be renewed for the ensuing year.

ARTICLE XII

SALARIES

- A. 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.
- B. Administrators shall be paid on a twelve (12) month basis in twenty-four (24) semi-monthly installments.
- C. When a payday falls on or during a school holiday, vacation or weekend, administrators shall receive their pay checks on the last previous working day.
- D. Salary increase from one school 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.

ARTICLE XIII

EMPLOYMENT EMPLOYMENT OF PRINCIPALS EMPLOYMENT OF ASSISTANT PRINCIPALS EMPLOYMENT OF SUPERVISORS EMPLOYMENT OF DIRECTORS

- A. The Board agrees to hire only certified administrators for every regular administrative position.
- B. The first year salary of each newly hired administrator shall be determined by the Board.

ARTICLE XIV

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 XV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of administrator's performance and attitudes. The Board and the Association support the principle of continuing training of administrators and the improvement of instruction.
- B. Tuition Reimbursement
Courses which relate to an administrator's assignment in the Middlesex School District are eligible for reimbursement at the full cost of tuition.
 - 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 in July;

- c. Reimbursement for approved courses taken during June through August will be made in October, if and only if the administrator is still a member of the Middlesex staff on September 30.
 - 2. The administrator must obtain credit for the course in order to be eligible for reimbursement.
 - 3. An administrator who expects to be reimbursed for a course or courses must:
 - a. Prior to taking the course or courses, an administrator shall submit in duplicate to the Superintendent of Schools an application for approval to take 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)
 - b. Submit a reimbursement request form to the Office of the Superintendent of Schools for approval. (Tuition Reimbursement Form B)
 - c. Submit a receipted bill showing the tuition charges.
 - d. Submit an official transcript or a registrar's grade statement covering the courses taken.
 - e. Fill out and sign a Board of Education voucher.
 - 4. The Board's total annual (school year) liability for tuition reimbursement shall not exceed seven thousand five hundred (\$7500) for the bargaining unit.
- C. 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 administrator's participating in seminars, workshops, conferences, and conventions when the activity has been previously approved by the Board of Education.
- D. Mileage
Administrators who may be required to use their own automobiles in the performance of their duties will be reimbursed according to the Board of Education's administrative mileage policy.
- E. Professional Associations
The Board of Education will reimburse each administrator full cost of membership fees in one (1) local, one (1) State and one (1) National professional administrative associations.

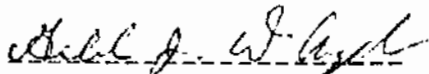
ARTICLE XVI

DURATION OF AGREEMENT

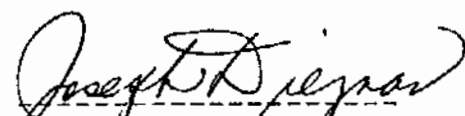
- A. This Agreement shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1997.
- B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their seals to be placed hereon, all on the day and year first above written.

BOARD OF EDUCATION

ASSOCIATION



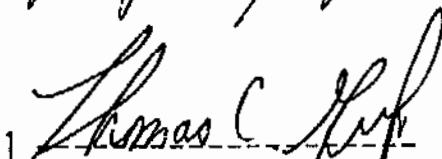
President



President



Secretary



Secretary

11-30-94

Date

Date

APPENDIX A

	<u>94 - 95</u>	<u>95 - 96</u>	<u>96 - 97</u>
Brenner	71,748	73,900	73,900
Conway	81,677	84,127	84,127
Diegnan	77,605	79,933	79,933
Diskin	85,269	87,827	87,827
Donovan	71,690	73,841	73,841
Fields	81,134	83,568	83,568
Grifa	83,669	86,179	86,179
Murphy	71,690	73,841	73,841
Sidotti	86,080	88,662	88,662
Vescia	79,835	82,230	82,230
Berardi	60,000	61,800	61,800