

AGREEMENT

BETWEEN

NUTLEY BOARD OF EDUCATION

and

NUTLEY ADMINISTRATORS' ASSOCIATION

July 1, 2005 through June 30, 2008

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ARTICLE I

RECOGNITION

The Board of Education hereby recognizes the Nutley Administrators' Association as the sole and exclusive representative for collective negotiations concerning terms and conditions of employment for all full-time certified Principals, Vice Principals, Administrative Assistants, Director of Special Services, Director of Guidance, Athletic Director, Music Coordinator, Department Heads and Coordinators who are performing in a supervisory capacity and who are appropriately certified, but excluding all other positions within the School District.

Unless otherwise indicated, the term "administrator," when hereinafter used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit above defined.

ARTICLE II

NEGOTIATION PROCEDURES

- A. Pursuant to the provisions of Chapter 123-PL 1974, The Nutley Board of Education and the Nutley Administrators' Association agree to enter into collective negotiations concerning terms and conditions of employment.

- B. The Board and the Association shall each be represented by a team of its own choosing and mutually pledge that their representatives shall be vested with all necessary authority to negotiate and to reach tentative agreements.

- C. Minutes of each negotiating session shall be the responsibility of each respective negotiating team.

- D. The Board and the Administrators' Association shall respond to reasonable requests for public information from their records on subjects relevant to the negotiating sessions.

- E. Time limits are to be mutually agreed upon at the outset of each session and shall be extended only through mutual agreement.

F. Scheduling of sessions and exchange of information shall be effected through the Secretary-Business Administrator.

G. Statistical data from Essex County K-12 districts shall be primarily used for purposes of comparison. Either party may bring such data from other K-12 districts.

H. During the course of negotiations agreed-upon items are to be initialed and dated and copies furnished to each team. It is understood that the respective negotiating teams are authorized to reach tentative agreements only. No agreements so reached shall be binding unless and until approved by a majority of the full group represented acting in a regularly constituted meeting.

I. The final Agreement reached represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. During the term of such Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and signed the Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

1. A “grievance” is a claim by a member of the unit based upon an alleged misinterpretation, misapplication or violation of this Agreement, Board policies or administrative decisions affecting a member or a group of members, involving terms and conditions of employment.

2. A grievance may be filed by an individual member, a group of members, or by the Association. Any grievance must be filed at the proper initiating level within twenty-one (21) calendar days of the occurrence being grieved.

3. If a grievance affects more than one (1) member of the unit, the Association may bring a grievance directly to Level Two of this procedure within twenty-one (21) calendar days of the occurrence being grieved.

B. Procedures

1. Level One:

A grievance must first be initiated with the immediate Supervisor within the previously stated twenty-one day (21) time limit. The grievant shall set forth his

grievance in writing on a mutually agreed upon form which includes the following elements:

- (a) the nature of the grievance
- (b) the extent of the injury or loss suffered
- (c) the section of the contract or Board policy alleged to have been violated
- (d) the remedy sought

The immediate Supervisor shall respond to the grievance in writing within fourteen (14) calendar days.

2. Level Two:

If the grievant is dissatisfied with the response at the first level, he/she shall have the right to proceed by filing the grievance to the Superintendent of Schools or the Assistant Superintendent, when designated, in writing within fourteen (14) calendar days. The appeal shall contain all previous documentation contained at the prior step. The Superintendent or Assistant Superintendent shall review the grievance and respond in writing within twenty-one (21) calendar days. In no event shall the same individual issue a decision at both Level One and Level Two.

3. Level Three:

If the grievant is not satisfied with the result at the prior level, he may appeal the decision of the Superintendent of Schools in writing to the Board of Education within

fourteen (14) calendar days. The grievant's appeal shall contain all prior documentation. The Board of Education shall review the matter and issue its final determination within thirty-five (35) calendar days of its submission.

4. Failure to Communicate a Decision:

Failure at any step to communicate the decision on a grievance within the specified time limitation shall automatically move the grievance to the next level. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.

5. Right to Representation:

Right of administrators to representation shall be as follows:

Any grievant must be present at all stages of the grievance procedure and may be represented by a representative of the Association and/or an attorney of the grievant's choice.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting an appeal with respect to personal grievances.

6. Separate Grievance File:

All records dealing with processing of grievances shall be segregated from personnel files.

7. Costs:

Time spent in mutually scheduled grievance hearings shall not result in loss of pay.

8. None of the above shall be construed to discourage more informal resolution of disputes at the lowest possible level whenever possible.

9. Meetings and Hearings:

No meeting or hearing conducted under this procedure shall be in public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this Article.

ARTICLE IV

LENGTH OF WORK YEAR

- A. Twelve (12) month employees shall be entitled to twenty-one (21) days vacation per year during periods of time when school is not in session with prior approval of the Superintendent.
- B. Holidays are to be in accordance with the Board-adopted calendar.
- C. Elementary principals shall be required to work seven (7) extra days in July and August. A maximum of four (4) days shall be scheduled by the Superintendent in July and August. Every year the Superintendent of Schools shall provide notice of the scheduling of the four (4) days for the subsequent year by May 1st.
- D. Department Heads and Coordinators shall be required to work from September 1st through June 30th of each school year. Department Heads and Coordinators are to report to work for one day of work during the summer, for staffing purposes, at the discretion of the Superintendent for which day they will be given comp time. In the event that the school calendar does not include a day to meet with the Superintendent prior to the opening of school the day will be scheduled by the Superintendent. These employees agree to report for a second day in August, upon the direction of the Superintendent, if these employees have any new staff in

attendance. Department Heads and Coordinators may also be required to work an additional five (5) consecutive days per year during either the first week of July or the last week of August. In the event that because of a holiday or holidays the full five (5) days cannot be scheduled during these weeks, the missing day/s shall be scheduled to precede or to follow the scheduled days. Additional compensation for said days shall be at the per diem rate of 1/200ths of the individual's annual salary. Notification regarding such additional work shall be provided to the Department Heads and Coordinators by the April 1st preceding the July or August work.

E. All unit members may be required to work up to 20 hours per year after the regularly scheduled school days without compensation for curricula development. The duration of these sessions will be limited to two (2) hours per day. Notification regarding the scheduling of these sessions will be provided by October 1st of each school year. Once established, these sessions may be canceled or rescheduled only due to emergency (i.e. snow or other unforeseen events.)

F. Department Heads and Coordinators are required to report at least ten (10) minutes prior to the time high school teachers are required to sign in, and are to remain until 3:20 p.m., or 27 minutes after high school teachers are permitted to leave.

G. The Superintendent will annually evaluate the teaching load of Department Heads and Coordinators.

ARTICLE V

PROFESSIONAL DEVELOPMENT

A. Professional Dues

The Board of Education agrees to pay up to the following sums in each year of the Agreement for each administrator towards the costs of dues of County, State or National professional organizations appropriate to the administrator's position:

- | | | |
|--------------|---|-------|
| 1. 2005-2006 | - | \$850 |
| 2. 2006-2007 | - | \$850 |
| 3. 2007-2008 | - | \$850 |

Prior approval of the Superintendent is required.

B. Tuition Reimbursement

Graduate course(s) must be taken at institutions approved by the State of New Jersey in current area of assignment or one which is leading to certification or advanced education degree. If the course does not fit any of the above categories or is an undergraduate course, payment will be solely at the discretion of the Superintendent and not subject to the grievance procedure. The Board, however, is willing to consider some reimbursement for non-graduate courses for computer literacy. All courses must be submitted within two (2) weeks of commencement of the course and a minimum grade of "C" must be attained prior to reimbursement. Each administrator is entitled to reimbursement of up to nine (9) credits from July 1 through June 30 at a cost of one hundred seventy-five (\$175.00) dollars per credit. An administrator shall be entitled to take no more than six credits in either the fall or spring semester

ARTICLE VI

INSURANCE PROTECTION AND OTHER BENEFITS

- A. 1. The Board shall continue to pay full premium for employee and dependents for health insurance furnished by the existing carrier, or an alternate carrier for up to full family hospital, medical, surgical and major medical. If the Board implements a premium contribution from all district employees' dependents, the Board will pay no less than the amount paid in 2004-05 for the dependent premium. Any additional contribution required for dependent premiums will be paid by the employee.
2. The Board will pay the cost of dental premiums for employee and dependents at the rates it paid in 2004-05, plus 50% of any increase in each year of the agreement. The employees will be responsible for paying the portion of the premiums they paid in 2004-05 plus 50% of any increase in each year of the agreement. All other provisions of the dental plan shall remain as existed in 2004-05.
- B. Unit members shall upon presentation of a paid bill be entitled to three hundred (\$300.00) dollars every other year as reimbursement for physical examination. The choice of physician is up to the unit member.
- C. When unit members are required to use their vehicles for Board of Education business, they shall be reimbursed for said use at the rate prescribed by the Internal Revenue Service.

D. The Board will pay the cost of prescription premiums for employees at the rate it paid in 2004-05, plus 50% of any increase in each year of the agreement. The employees will be responsible for paying the portion of the premiums they paid in 2004-05 plus 50% of any increase in each year of the agreement. All other provisions of the prescription plan shall remain as existed in 2004-05.

ARTICLE VII

LEAVES

A. Sick Leave

1. "Sick Leave" is defined to mean the absence of any administrator from his or her post of duty because of personal disability due to illness or injury or because he or she has been excluded from school by the school district medical authorities on account of a contagious disease or being quarantined for such a disease in his or her immediate household.

2. Administrators shall be entitled to accumulated sick leave days in each year as follows:

Ten (10) month administrators - ten (10) days

Twelve (12) month administrators - twelve (12) days

3. Any unit member who retires shall be entitled to pay for unused accumulated sick days at the rates specified below to a maximum number of days specified below. These benefits are granted only upon actual retirement (not vesting) after fifteen (15) years of service in Nutley. To be eligible for this benefit, notice of intention to retire must be provided not less than ninety (90) days before retirement date. The Board shall have the option to pay for unused accumulated sick days over a three (3) year period. If the administrator should die during this period, the payments will be made to the estate of the administrator.

2005-2006 150 days @ \$110 per day

2006-2007 150 days @ \$110 per day

2007-2008 150 days @ \$110 per day

B. Personal

1. Each administrator may, upon forty-eight (48) hours advance notice to the Superintendent, except in cases of emergency, be entitled to a total of five (5) days personal leave without deduction in salary from July 1st to June 30th. The Superintendent's approval shall be required for all days upon the provision of reason/s by the employee, in circumstances where the leave is necessary because it can only be accomplished during working hours. However each administrator shall be entitled to take three (3) of the five (5) days personal leave without providing a reason to the Superintendent.

2. Up to five (5) unused personal leave days shall be added to any administrator's accumulated sick leave for the ensuing fiscal year. However, in no event may an employee accumulate more than fifteen (15) sick days.

C. Professional

An administrator may be granted leave with pay to attend professional meetings or conventions which will be beneficial to the Board of Education. The Superintendent's advance approval is required.

D. Leave Without Pay

1. Leave without pay may be granted for good cause upon recommendation of the Superintendent and approval of the Board of Education.

2. All benefits to which the administrator is entitled at the time of such leave of absence shall be restored upon his/her return. However, no additional benefits will accrue while on said leave.
3. Upon return from said leave, the administrator shall be assigned to the same position, or a substantially equivalent position, which he/she held at the time said leave began, providing such position exists.
4. Request for such leave must be received no later than April 1st of the year preceding the school year for which the unpaid leave is requested. In cases of personal emergency, the application date may be waived.

E. Extended Leaves of Absence

1. (a) Requests from tenured administrators for leave of absence on account extended illness, on account of child rearing, preparation for childbirth or adoption shall be acted upon individually by the Board on the recommendation of the Superintendent.
- (b) Extended leaves for preparation for childbirth, child rearing or adoption shall run from their commencement date until the end of that school year. Extended leaves for child rearing or adoption shall be extended upon application by April 1st of the initial leave year or thirty (30) days after the date of birth or adoption, whichever is later, for the subsequent full school year. No further extensions shall be granted.

- (c) In special circumstances, the Board may grant a child rearing leave which terminates prior to the end of a school year. Its refusal to grant such a leave, however, shall not be subject to the grievance procedure.
- 2.
- (a) Any pregnant administrator may apply to the Board of Education for a disability leave of absence and shall be granted the leave. The leave dates shall be supported by a physician's certificate which shall allow for disability twenty (20) work days before and twenty (20) work days after the anticipated date of birth.
 - (b) A pregnant administrator may request more or less than twenty (20) work days before and after the anticipated date of birth upon specific physician's certificate supporting same.
 - (c) Accumulated sick days may be utilized during the disability period.
 - (d) The approved disability leave shall be extended for unanticipated disability related to the childbirth upon provision of a physician's certificate.
 - (e) The Board of Education retains the right to confirm the conclusion of any physician's certificate provided under this Article by having the administrator examined by its own physician at the Board's expense. If the two physicians disagree, they shall choose a third physician who shall examine the administrator and whose decision shall be final and binding upon the parties.
 - (f) A non-tenured administrator shall only be entitled to a leave up to the expiration of her contract. A non-tenured administrator shall not be denied reemployment on the basis that she is pregnant or on leave.

(g) A pregnant administrator may be relieved from duty because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working, or for other reasons applicable to all administrators under Title 18:A. No pregnant administrator may be relieved from her duties solely on the fact that she is pregnant or that her pregnancy has reached a specific number of months.

F. Military

Military leaves of absence shall be granted for administrators who are inducted for military duty in any branch of the Armed Forces of the United States. Administrators on military leave shall be given the benefit of salary increments which would have been credited to them had they remained in the active service of the district, as provided by Title 18A, New Jersey Law.

G. Bereavement Leave

1. In the case of the death of a member of the immediate family (spouse, father, mother, brother, sister, child, father-in-law, mother-in-law), wherever domiciled, or any relative domiciled in the administrator's residence, no deduction in salary will be made for a period not to exceed five (5) days.
2. In case of the death of a grandparent, nephew, niece, uncle, aunt, sister-in-law, or brother-in-law not domiciled in the same residence, no deductions in salary will be made for absence on the day of the funeral.

ARTICLE VIII

SABBATICAL LEAVE

- A. Sabbatical leaves of absence may be granted for professional improvement upon recommendation of the Superintendent and approval of the Board of Education for reasons of value which, in the Board's discretion, shall render a benefit to the school district, subject to the following conditions:
1. An application must be submitted by March 1st for the next succeeding July 1st or September 1st, whichever is applicable.
 2. Applicants must have held an administrative position in Nutley for seven (7) continuous years.
 3. Leave shall be for a full year at half (1/2) pay.
 4. Any administrator granted a sabbatical leave must agree to return to work in the district for two (2) full years following the sabbatical leave. Prior to taking said leave, the administrator must sign a promissory note in the amount received from the Board during the sabbatical leave, said amount to be forfeited in the two (2) year requirement is not fulfilled.
 5. Salary after returning will be equal to the level the administrator would have received had the administrator continued in his position.
 6. It is expressly understood that the Board may grant such a leave to one (1) administrator in any given year, but has no obligation to do so.

ARTICLE IX

MEETINGS

- A. Representatives of the Association may transact official Association business at all reasonable times in school buildings, without interfering with or interrupting normal school operations.

ARTICLE X

DEDUCTION FROM SALARY

- A. Tax Sheltered Annuity
Any administrator may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provision of R.S.18A:66-127 et seq. and the terms of a group contract approved by the Board.

ARTICLE XI

NOTICE OF ADMINISTRATIVE VACANCIES

- A. A notice of vacancy in an administrative position shall be sent to the President of the Administrators' Association within reasonable time prior to the final date when applications must be submitted. The notice shall set forth the position, qualifications and duties.

ARTICLE XII

ADMINISTRATORS' RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123 of Employer/Employee Relations Act of 1974, as amended, the Board hereby agrees that these employees of the Board as defined in Article I (Recognition) have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations or refrain from so doing.

B. Required Appearances

Whenever any administrator is required to appear before the Board, or any committee or member thereof for the purpose of discussing the possible termination of employment of that administrator, the administrator shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and may (at the administrator's discretion) have (a) representative/s of the Association and/or attorney present to represent and advise during such meeting or interview.

C. Right to Review File and Respond

1. An administrator shall have the right to review his/her personnel file upon reasonable request and to attach responses to any derogatory material.
2. No derogatory material may be placed in the file unless a copy is simultaneously provided to the administrator.

ARTICLE XIII

BOARD RIGHTS

Except as limited by applicable law and the specific terms of this Agreement, the Board reserves the following rights:

- A. To direct the employee of the school district.
- B. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take other disciplinary action against employees.
- C. To relieve employees of duty because of lack of work or for other legitimate reasons.
- D. To maintain efficiency of the school district operations entrusted to them.
- E. To determine the methods, means and personnel by which operations are to be conducted.
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XIV

LONGEVITY

After a total of 15 years service in Nutley - \$1,400

After 10 years as Administrator in Nutley or
After a total of 20 years service in Nutley - \$2,900

After 15 years as Administrator in Nutley or
After a total of 25 years service in Nutley - \$4,300

ARTICLE XV

REPRODUCTION AND DISTRIBUTION OF AGREEMENT

- A. Copies of this Agreement shall be printed in the following quantity:
 - Twenty (20) copies to distribute to the NAA
 - Twenty (20) copies to distribute to the Board
- B. The printing format of the Agreement shall be mutually agreed upon and the expense for printing shall be shared equally by the NAA and the Board.
- C. This Agreement shall be printed and distributed to the NAA and the Board thirty (30) days after ratification by both parties.
- D. NAA and the Board shall each appoint one (1) representative who shall be responsible for details of the printing procedure.

ARTICLE XVI

MISCELLANEOUS

A substitute committee will be formed to discuss administrators' concerns regarding substitutes. Any recommendations of this committee will be non-binding on the Board of Education.

ARTICLE XVII

TERM OF AGREEMENT

This Agreement shall be in full force and in effect from July 1, 2005 through June 30, 2008. IN WITNESS WHEREOF: the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the _____ day of _____, 2005.

NUTLEY ADMINISTRATORS ASSOCIATION

By: _____
JOHN CALICCHIO, President

Date: _____

By: _____
ROSEMARY CLERICO, Secretary

Date: _____

BOARD OF EDUCATION OF THE TOWNSHIP
OF NUTLEY

By: _____
MARIA ALAMO, President

Date: _____

By: _____
DENNIS OBLACK, Secretary

Date: _____