

AGREEMENT

Between

**BOARD OF EDUCATION OF
THE MAGNET SCHOOLS IN THE
COUNTY OF MIDDLESEX, NEW JERSEY**

and

**MIDDLESEX COUNTY MAGNET SCHOOLS
PRINCIPALS AND SUPERVISORS**

ASSOCIATION

*** * * * ***

July 1, 2023 – June 30, 2027

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ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the PSA Association as the majority representative for the collective negotiations concerning the terms and conditions of employment only for the following full time certified personnel employed by the Board:

Principals
Assistant Principals

Supervisors to include:
CTE
Mathematics
Instructional Services
Special Education
Educational Technology

Directors to include:
Director of Adult Education
Director of Curriculum and Instruction
Director of Career and Technical Education
Director of Athletics / Health and Physical Education

ARTICLE II
RECOGNITION OF BOARD'S RESPONSIBILITIES

- A. The Association hereby recognizes the Board's right to choose and designate its representatives for collective negotiations concerning the terms and conditions of employment, including, but not limited to, informal preliminary discussions between the Superintendent of Schools and the representatives of the Association. Any proposals presented by either party in such informal preliminary discussions shall not be binding on either party unless incorporated into the signed Agreement.
- B. It is understood by all parties that under the rulings of the Court of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- C. The Board reserves to itself sole jurisdiction and authority over matters of policy, subject only to the limitations imposed by the language of the Agreement. The Board is responsible for the control and management of the schools in accordance with laws, and rules and regulations of the State Board of Education.
- D. The parties agree to follow the procedures outlined in the Agreement and to use no other channels to resolve any questions or proposal with respect to terms and conditions of employment until the procedures within this Agreement are fully exhausted. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of administrators not inconsistent with the expressed terms of the Agreement and/or *N.J.S.A. 34:13A-1 et seq.*
- E. The Board of Education, subject only to the legally enforceable expressed terms of the Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.
- F. By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board are the rights to executive management and administrative control of

the school system and its properties and facilities and employees; to adopt or modify and to post rules and regulations governing working conditions; to hire, assign, promote, transfer and retain employees covered by the Agreement, or to suspend, demote, discharge or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to decide upon the methods and means of instruction and the duties, responsibilities and assignments of administrators with respect thereto, and the terms and conditions of employment generally; to create, abolish, fill or fail to fill any position; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to introduce new or improved methods and facilities; to contract out such goods and services as it deems proper; and to take whatever other actions may be necessary to accomplish the missions of the School District in any situation, subject only to the legally enforceable provisions of this Agreement.

ARTICLE III
NEGOTIATIONS

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13-A1 et seq. in good-faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment. Negotiations shall begin no later than November 1st, or such other date as agreed to by both parties as unforeseeable circumstances arise, of the calendar year preceding the year in which the existing contract expires.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. It is understood and agreed that the negotiation committees cannot bind their respective principals and that any tentative agreement reached by committee must be ratified by the full Board and the Association.
- C. This Agreement shall not be modified except by an instrument in writing, duly executed by both parties.
- D. If any provision of the Agreement is declared invalid by any Court or by the Public Employment Relations Commission, the remainder of the contract shall remain in full force and effect, and the parties shall meet to negotiate the provisions declared invalid.
- E. This Agreement represents and incorporates the complete and final settlement by the parties of all issues, which were or could have been the subject of negotiations. During the terms of this 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 of the parties at the time they negotiated or signed this Agreement.
- F. Terms and conditions of administrators' employment which are not expressly set forth in this agreement shall be fixed by the provisions of Board Policy as now in effect or

hereafter adopted by the Board, subject only to any obligation to negotiate changes in such terms and conditions of employment as may, except for the existence of this paragraph, be mandated by *N.J.S.A. 34:13A-1 et seq.*

ARTICLE IV
GRIEVANCE PROCEDURE

A. Definitions:

1. A “grievance” is a claim by an administrator of the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting an administrator or a group of administrators. The term “grievance” shall not include or apply to any matter: (a) which is a complaint of a non-tenure administrator arising by reason of his or her not being re-employed; or (b) which is a complaint by any administrator occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not required.
2. An “aggrieved person” is the person or persons or the Association making the claim.
3. A “party in interest” is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose:

1. This procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.
2. Nothing herein contained shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate supervisor of the administrator, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement.
3. Since it is important that grievances be processed promptly, the number of days permitted for responses or appeals to the next level shall not

be considered as merely procedural, but shall be deemed of the essence. Any grievance shall be considered settled on the basis of the last answer of the Board or its representative if not appealed to the next step within the time limits set forth herein. If no response is given by the representative of the Board within the time specified, the grievance shall automatically be moved to the next level. The time limits may be extended by written agreement between the parties.

C. Procedure:

1. Level One

- (a) An administrator with a grievance shall first discuss it with his or her immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
- (b) A grievance under Level One must be initiated within ten (10) school days after the occurrence of the facts of the grievance, and/or the grievance shall be deemed to be settled and the right to further processing under this procedure waived.

2. Level Two

- (a) If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One; or, if no decision has been rendered within five (5) school days after presentation of the grievance, he or she may file the grievance in writing with the Association's designated representative. Within five (5) school days after receiving the written grievance the Association's designated representative may refer it to the Superintendent of Schools.
- (b) The submission to the Superintendent shall contain a written statement setting forth:
 - (1) The nature of the grievance.
 - (2) The nature and extent of the loss, injury or inconvenience, and the remedy requested.
 - (3) The results of previous discussions.

(4) The stated dissatisfaction with the decision previously rendered.

(5) Documents and information relevant to the grievances, which are within the custody of the Association.

3. Level Three

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been reached within ten (10) school days after the grievance was delivered to the Superintendent, he or she may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association's designated representative submit his or her grievance to the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related correspondence and forward the request to the Board. A committee of the Board shall review the grievance, and may, at its option, schedule a meeting for the purpose of attempting to reach a mutually acceptable resolution of the grievance, or it may elect to hold a hearing with the grievant. The Board shall render a decision in writing within twenty-five (25) school days of receipt of the request.

D. A claim shall only be processed beyond Level Three if such a claim does pertain exclusively to the interpretation, application, or violation of the expressed terms of the Agreement.

Level Four

(a) If the grievance is not resolved to the satisfaction of the aggrieved party, and the Association feels the grievance has merit, and if the grievance pertains exclusively to alleged misinterpretation, inequitable application or violation of any of the expressed provisions of the Agreement, the grievance may be submitted to the Public Employment Relations Commission for advisory arbitration by a written notice of the Board within five (5) working days following receipt of the Board's written disposition of the grievance.

(b) The decision of the arbitrator shall be in writing and shall set forth his or her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which required the commission of an act prohibited by or violative of any law, or which is violative of the terms of this Agreement. The arbitrator shall have no power or authority to add to nor to subtract from or to modify any of the terms of the Agreement, nor shall he or she in any case have the power to rule on any issue or dispute which is not an arbitrable grievance by law or as defined in this Article, or which is expected from this grievance procedure or arbitrator's review by law or by any other provision of the Agreement, or any decision provided by this Agreement to be made in the discretion of the Superintendent or the Board. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory only.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association.

- E. All employees, including the grievant, shall fulfill all obligations of employment during the processing of grievance at all levels.
- F. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.
- G. The disposition of any grievance at any steps of the procedure by agreement between the Association and the Board shall be final and binding upon the grievant or other persons who are involved or affected thereby. Any interpretation of the Agreement agreed upon by the Board and the Association in writing shall be final and binding upon all those covered by this Agreement and the Board of Education.
- H. Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or at his or her option, by representative(s) selected or

approved by the Association. When an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

- I. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- J. All meetings and hearings under this procedure shall not be conducted in public, subject to the applicability of the Open Public Meeting Act, *N.J.S.A. 10:4-6 et seq.*, and shall include only such parties in interest and their designated or selected representatives, heretofore, referred to in this Article.

ARTICLE V
SALARY GUIDELINES

- A. The salary guideline schedule for all administrators covered in this Agreement are set forth in the Appendix "A" which is attached hereto and made a part hereof.
- B. The Superintendent shall determine the classification of the employees and the corresponding salary.
- C. Salary adjustments will be made in accordance with Appendix "A" and shall take place effective July 1.
- D. Administrators employed on a twelve-month basis shall be paid in twenty-four equal installments.

ARTICLE VI
LEAVES OF ABSENCE

A. General Provisions:

1. The provisions of this Article shall be and hereby are agreed to as a guide for the leaves of absence of the full-time Administrators.
2. Every absence must be accounted for in the district's online absence reporting system.
3. Absences of less than a half-day for a building based administrator below principal or director level may be excused at the discretion of the principal or director supervising such person and need not be reported.
4. Loss of full pay shall be computed as follows: For all twelve-month employees the daily deduction rate shall be 1/260 of the contract salary.
5. Requests for absences other than personal illness are to be provided to the Superintendent or designee at least two (2) days prior to the day of the anticipated absence. In an emergency, the request must be made to the Superintendent or designee by telephone or other means of communication, and followed with a written request.
6. The Superintendent or designee shall approve or disapprove the request and notify the employee of the decision through the online absence reporting system.

B. Sick Leave:

1. Sick leave is hereby defined to mean the absence from the administrator's post of duty because of personal disabilities due to illness or injury, or because he or she has been excluded by the School District's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

2. Administrators shall be allowed twelve (12) days sick leave per school year. The allocation will be prorated based on the number of months anticipated to work during that school year.

3. If an employee does not use the twelve (12) days sick leave in any one school year, he or she shall be allowed to accumulate the entire unused portion without limit.

4. All administrators shall be required to request sick leave through the district's online absence reporting system. The nature of the illness need not be described unless required by law. The Board of Education may, at its discretion, require an administrator to furnish corroboration satisfactory to it, including a physician's certificate of illness or injury. However, any employee who exceeds the annual allocation of twelve (12) days sick leave in any school year (July 1 through June 30) must furnish a physician's certificate for all subsequent absences due to illness or injury for the remainder of the school year. Failure to comply with this requirement may result in loss of pay and possible discipline.

5. Sick leave time may not be used for any purpose other than reasons permissible by statute.

6. During each school year (July 1 through June 30) one sick day shall be allowed for each full month of employment, for administrators commencing employment after the opening of school.

7. Where an administrator can anticipate the occurrence of a specific future disabling event, such as surgery or pregnancy, he or she shall notify the Superintendent as soon as he or she is aware of the pending condition. The administrator shall specify in writing his or her best estimate of the dates of commencement and termination of disability. At the time of notification, the administrator shall submit a physician's certificate attesting to the disabling condition and specifying the physician's best estimate of the dates of the commencement and termination of the disability.

8. Request for sick leave relating to an anticipated disability shall include dates of onset and return from sick leave.

9. The administrator who anticipates and notifies the Superintendent of a specific disabling event shall become entitled to applicable sick leave benefits. The Board may require certification of such disability.

10. The Board may require that an administrator anticipating a disabling event be placed on sick leave if the administrator's physical condition results in unsatisfactory performance of assigned duties, and/or the continued performance of those duties impair the administrator's health. Such incapacity must be established by agreement of the Board's physician and the administrator's physician that the administrator cannot continue working. However, if there is a difference of medical opinion between the Board's physician and the administrator's physician, a third impartial physician shall examine the administrator and such impartial physician's medical opinion shall be conclusive and binding on the issue of medical capacity to continue working.

C. Supplemental Retirement Compensation:

1. Each unit member will receive supplemental retirement compensation in the form of a post retirement benefit, upon retirement from a State administered Pension Fund following service for the number of years required by such pension fund to qualify for retirement benefits, in the amount of \$150.00 for each accumulated unused sick day credited to the administrator as of the date of retirement*. Written notification of such retirement must be provided by December 1st of the preceding year of retirement to receive this benefit upon retirement. If such notice is not provided by December 1st of the preceding year, the Board may postpone payment to the following year.

*The maximum compensation for accumulated unused sick days will be \$22,000.
Subject to NJSA 18A:30-3.6

2. Post Retirement Benefits: The Board shall take the value of an employee's accumulated sick time at retirement and make an employer non-elective contribution into an authorized 403(b) program on behalf of the employee after retirement. The total contribution shall not exceed maximum allowable by the IRS, including an employee's regular 403(b) contribution made during the period. The employee shall have up to five (5) years to make the total value of the contribution should the employee exceed the limit in the year of retirement. All members of the Association shall receive these benefits; and there shall be no cash option. Contributions shall be made through a Board authorized 403(b) service provider that will accept such contributions.

D. Excused Absence Not Due To Personal Illness Or Injury:

1. Death in the Immediate Family

In case of a death in the immediate family, the administrator shall be entitled to a maximum of five (5) paid bereavement days, excluding any weekends or holidays without loss of pay provided no more than two (2) unpaid days intervene, and provided that one (1) of these five (5) days includes the date of the death or the date of the funeral. The immediate family is defined as spouse; parent, brother, sister, child, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, domestic partner, civil union partner, step-child, step-parent or any member of the family living in the same house. The employee shall also be entitled to one (1) day per school year for the death of a member of their extended family.

2. Court or Military Orders

There shall be no loss of pay due to absence caused by compliance with a court subpoena for business directly related to school activities or jury duty or selective service or military directive when compliance is mandatory and must be carried out during school hours. This does not include induction into military service or the meeting of military training requirements as these matters are covered by State Law. Where persons exercising the benefits provided them in this section receive pay for their services performed on jury duty or to comply with a subpoena for business directly related to school activities or mandatory military directive, they will receive their regular pay for such absence less the payment (exclusive of expense monies) received for such services from the court or governmental agency. "Business directly related to school activities" does not include litigation on behalf of the administrator or the Association and such absences shall be with loss of pay.

3. School Business

- (a) There shall be no deduction of salary for absence on official school business or as a result of official school business, which has been assigned and approved by the Superintendent and in accordance to ARTICLE XIV A.
- (b) Attendance at a professional meeting or participation in a professional activity, which would be of direct benefit to the school system, may also be approved by the Superintendent under this section and in accordance to ARTICLE XIV A.
- (c) The Board shall continue to encourage the growth of professional development for all Administrators for attendance at professional workshops, conferences and conventions and in accordance to ARTICLE XIV A.

- (d) An Administrator may request, of the Board, that it permit his or her attendance at one (1) professional development conference or workshop per year at the Board's expense and in accordance to ARTICLE XIV A. The Superintendent and/or his/her designee must approve attendance to such conference or workshop in advance. Any disapproval will be made through the district's online absence system. The decision of the Superintendent, on behalf of the Board, shall be final and not subject to the grievance procedure herein.

4. Personal Days

- (a) Three (3) personal days with stated reasons may be granted annually. At least two (2) day's written notice must be provided to the Superintendent, except in the case of a genuine, unanticipated emergency. In case of a genuine, unanticipated emergency, the notice may be oral, but eventually entered into the district's online absence system. The allocation will be prorated based on the number of months anticipated to work during that school year.
- (b) It is intended that these days be available as a reserve for emergent matters and professional purposes only. Where possible, every effort should be made by the Administrator to conduct personal affairs or business outside school hours so that the interruption of the Administrator's service to the District will be a minimum.
- (c) Personal days shall not be taken on any day contiguous with a holiday nor shall use of such days extend any vacation period, without the prior approval of the Superintendent, which, if granted at all, will be only after good cause has been shown.
- (d) Any of the three (3) Personal days not used in any year shall be converted to accumulated sick leave days, and treated as such.

- (e) Any excused absence beyond these three (3) personal days for reasons covered by this section shall result in loss of pay at the rate of 1/260 per day.

5. Maternity Leave

(a) Definition:

The term “maternity leave” does not refer to involuntary absence from assigned duties solely during the period of pregnancy-related disabilities.

Such an absence is governed by Article VI B of this Agreement.

The term “maternity leave” refers to a voluntary absence from active employment either:

- (1) commencing while the pregnant administrator is physically able to effectively perform her duties and continuing through the period of a pregnancy related disability; or
- (2) commencing after the end of a pregnancy related disability for the purpose of childcare.

(b) If the anticipated disabling event referred to in Article VI B is childbirth, the administrator may use any sick leave benefits to which she is entitled, in accordance with the provisions of Article VI B of this Agreement.

(c) Maternity Leave Procedures: Maternity Leave without pay shall be granted by the Board of Education in accordance with the following procedure:

- (1) All initial applications for, and applications for extensions or reduction of, maternity leave shall be made in writing to the

Superintendent. Such written request shall specify the date when the administrator wishes to leave to commence and to terminate.

- (2) Maternity leave of absence for non-tenured administrators shall be granted on the same terms as for tenured administrators except that such leave shall not extend beyond the end of her contract year.
- (3) An administrator shall notify the Superintendent in writing as soon as her pregnancy has been medically confirmed but not later than ninety (90) days prior to the leave commencement date. The administrator may apply for maternity leave by furnishing the Superintendent with a certificate from her doctor stating the expected date of delivery. She will be permitted to work as long as her physician certifies in writing to the Superintendent that she is able to continue working. The leave of absence shall end not later than two (2) years following the granting of the leave.
- (4) In the event a vacancy occurs in the area of certification and service of the Administrator on maternity leave, upon and subject to the approval of the Superintendent, the Administrator and the Administrator's physician, the Administrator may terminate her leave and return to work.
- (5) Accumulated sick leave days credited to the Administrator at the commencement of her maternity leave shall be retained until that administrator returns to active service in the district at the conclusion of her leave. The administrator's salary status at time of return shall be the same as it was at the commencement of the maternity leave, unless the administrator shall have completed seven (7) months of service in the year said leave commenced.
- (6) The Board's share of health care benefits under P.L. 2011, Chapter 78 will continue to be paid by the Board during the maternity leave up to one (1) year from the July following the granting of the leave

up to a max of 18 months. In accordance with Title 18A, the Board may require the administrator to be examined by a physician designated by the Superintendent.

- (7) Following the granting of such leave, the administrator may request a reduction of maternity leave. Such request shall be in writing to the Superintendent. The Board may deny or grant such proposed reduction in its absolute discretion. The Board may require the administrator to produce a certificate from her physician stating that she is physically able to work effectively at her assigned duties.
- (8) An administrator who is on maternity leave shall notify the Board in writing, on or before April 15th, of the school year preceding the school year in which she is scheduled to return to active employment, of her intention to return to active employment. Failure to do so will be deemed as a resignation from the District.
- (9) Time spent on maternity leave of absence shall not count towards salary guide placement, experience, seniority, sick leave accumulation, etc.

6. Other Leaves of Absence

Requests for leaves of absence other than covered heretofore in Article VI must be made in writing to the Board of Education through the Superintendent. Such leaves may or may not be granted. The duration and conditions of the leave, if granted, shall be matters of special action by the Board.

ARTICLE VII

VACATION

A. Twelve-month full-time administrators are permitted twenty-two (22) days of annual vacation. Vacations are to be taken at such times as shall be approved by the Superintendent. All vacation entitlement must be used within the fiscal year immediately following the year in which vacation was earned, e.g., for vacation earned in 2019-2020, is utilized in 2020-2021. In rare instances, the Superintendent may approve accumulation of five days of vacation in the next succeeding fiscal year, e.g., for vacation earned in 2019-2020 and not fully utilized in 2020-2021, up to and including five accumulated days may be carried over into the 2021-2022 fiscal year if approved by the Superintendent. Building Administrators (Principals and Assistant Principals) will be permitted to use up to five (5) of their twenty-two (22) vacation days during the school year at the discretion of the Superintendent. Allocation of the 22 vacation days is contingent on 12 month employment. The allocation will be prorated based on the number of months anticipated to work during that school year. For staff members hired prior to July 1, 2023, if no original vacation allocation was provided upon the date of hire (employee earned a vacation allocation as they worked and it was made available at the end of their first year), the previously earned portion of their vacation bank will not be prorated if sufficient evidence exists to substantiate the claim.

B. All Central Office Administrators will receive five (5) additional days as compensation for required employment during the winter and spring recesses.

ARTICLE VIII

HOLIDAYS

Each building principal has the primary responsibility to see that secretarial and custodial personnel who are scheduled to be on duty in his or her building during winter (custodial) and spring (custodial & secretarial) recess periods are available and are on duty during such times, and to attend to emergency situations as they arise during such recess periods. At least one building administrator shall be available during the said recess periods in order to perform the referred to functions, which shall include on-site attendance in the building for spot-checks and as may be required for the proper functioning of the building and its staff. The name and contact information for the administrator on duty shall be submitted to the Superintendent's Office before the onset of the recess period.

ARTICLE IX

VACANCIES AND TRANSFERS

- A.
 - 1. All available administrative positions shall be made known to the Association by the Superintendent as soon as the position becomes available by posting the position for seven (7) days. For extraordinary circumstances the seven (7) days posting requirement will be waived.
 - 2. Published information concerning vacancies and new positions shall include job titles and qualifications for the new positions. An email containing the posting shall be forwarded to each member of the Bargaining Unit.
 - 3. All qualified administrators shall be given the opportunity to make application. No position shall be filled until qualified administrators who have applied have been interviewed, except during emergency situations when conditions are beyond the control of the Board.
 - 4. Announcement of any appointment shall be emailed to each school office and to the Association.
- B. An administrator who desires a change in assignment shall file a written request with the Superintendent by June 1st. The Superintendent will acknowledge the request in writing.
- C. In the case of a proposed involuntary transfer, the Superintendent will discuss the proposed transfer with the administrator involved prior to such transfer, if the administrator is available for such discussion.
- D. Notice of a proposed involuntary transfer will be given to administrators by June 30th of the school year that precedes the transfer, unless a later notification is caused by an emergency situation, such as incapacity or death of an administrator, or circumstances unknown to the Board at the time that notice should have been given.

ARTICLE X

GENERAL EMPLOYMENT PROVISIONS

- A. Employment on a twelve-month basis shall start on July 1 of each calendar year and continue through June 30 of the succeeding calendar year.
- B. All full-time administrative personnel are to be available for work or special assignments from July 1 through June 30 unless excused by the Superintendent. Administrators are expected to be on the job no later than 8:30 a.m. and to leave not before 4:30 p.m. Those hours are the normal minimums and may be modified to accommodate special circumstances or District needs. Administrators are expected to remain on duty in order to fulfill all the responsibilities of their positions and to attend to emergency situations as they arise. In order to accomplish the foregoing, administrators work overtime without additional compensation.
- C. During the months of July and August, the workday shall be 8:30 – 4:30 Monday to Thursday including one (1) hour daily lunch period. For Central Office Administrators, during the winter and spring school breaks, the normal, but not guaranteed hours of work shall be 8:30 – 3:30, Monday through Friday, exclusive of a one (1) hour daily lunch.

ARTICLE XI

FRINGE BENEFITS

- A. The Board shall provide medical and prescription health care coverage for the employee, domestic partner and their families during the term of this Agreement with the New Jersey State Health Benefits Program. In the event that it is determined by a governmental agency having jurisdiction over such matters, the benefit of the New Jersey State Health Benefits Program must be modified, changed, or substituted, the Board shall provide such benefits in accordance with the decision of such governmental agency, finally determined. The board at its option may seek out alternative health plans that are advantageous from a cost standpoint for both the Board and the membership. The board may make a change in Plans if the benefit levels are substantially equivalent to the current benefit provided through the New Jersey State School Employees Health Benefit Plan. The Board shall pay premiums for the employee, spouse and children up to the ages permitted by the insurance carrier in accordance with the provisions of P.L. 2011, Chapter 78 and P.L. 2020 Chapter 44. Any premiums which are thereafter payable by or due from the employee shall be paid through the payroll deduction plan.
- B. The Board shall provide dental coverage for the employee and their families during the term of this Agreement substantially equivalent to such benefits as are currently provided or successor plans.
- C. The Board shall provide optical coverage for the employee and their families during the term of this Agreement substantially equivalent to such benefits as are currently provided or successor plans.
- D. The Board may substitute other insurance carriers so long as the applicable insurance coverage's are substantially equivalent to those being provided or in order to bring insurance carriers and coverage's into compliance with Paragraph (A), (B) and (C) above.

- E. The Board agrees to consult with the PSA at least 60 days prior to or as soon as practicable before making any changes in health insurance benefits or coverage's during the term of this contract. Consent shall not be required.

ARTICLE XII

GRADUATE TUITION REIMBURSEMENT

A. Reimbursement by the Board to Administrators pursuing graduate studies shall be under the following conditions and provisions:

1. Credits earned to qualify for additional certification or for a degree higher than the one now held (if any) will be approved by the Superintendent or designee, and credits earned for personal professional improvement to the benefit of the District will be considered for approval by the Superintendent.
2. The Board will pay 100% of tuition costs up to a maximum of nine credits at the prevailing Rutgers University Graduate School of Education New Jersey resident rate. The Rutgers cost equivalent shall be determined by using the total course hours divided by the three credit rate.
3. To insure reimbursement the administrator must obtain written approval in advance from the Superintendent or designee for courses for which reimbursement will be requested. Course credits are eligible for tuition reimbursement if they are earned at regionally accredited colleges and universities recognized by the New Jersey State Department of Education. "Regionally accredited college or university" means an institution of higher education accredited by one of the following regional accreditation associations:
 1. Middlesex State Association of Colleges and Schools;
 2. New England Association of Schools and Colleges;
 3. Higher Learning Commission, formerly part of the North Central Association of Colleges and Schools;
 4. Northwest Commission on College and Universities;
 5. Southern Association of Colleges and Schools Commission on Colleges;
 - and
 6. Western Association of Schools and Colleges.

4. Reimbursement will be made by voucher at the close of the semester after tuition receipts and certified college transcripts are submitted to the Superintendent showing credits and grades earned. Vouchers for courses completing by May 30th must be submitted for payment to the Business Administrator for reimbursement by July 15th for credit earned during prior school year. Vouchers submitted for courses completing between June 1st and June 30th of the school year shall be submitted no later than August 15th for reimbursement. Notice of the potential reimbursement will be given by the member for courses to be completed between June 1st and June 30th no later than July 15th with all available submissions to qualify for payment. Vouchers received after the specified dates cannot be honored. Credits with grades below “B” level will not be honored for reimbursement. In Pass/Fail courses, a grade of “Pass” shall be sufficient.

ARTICLE XIII

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association shall have the privilege to transact official Association business or hold meetings on school property at all reasonable times with the prior approval of the school principal and Superintendent, provided that such activities shall not interfere with or interrupt normal school operations.
- B. For those meetings which are scheduled for the administrators of two or more schools, the request for use of the building is preferred to be in writing to the Superintendent and signed by the Association President, but may be made by telephone if an emergency exists.
- C. The Association shall have the privilege of using school facilities and office equipment such as computers, duplicating equipment, calculators, and visual aid equipment at reasonable times when such equipment is not otherwise in use, with prior approval of the school principal and Superintendent. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.
- D. Any equipment necessary for the storage of records or exclusive use of the Association shall be paid for by the Association and may be kept on school property, provided its location and nature does not interfere with normal school operations, and prior approval of the school principal and Superintendent is received. The Association hereby defends, saves and holds the Board harmless from and against any responsibility and liability for loss, damage or destroyed equipment or records.

ARTICLE XIV

REIMBURSEMENT

- A. All reimbursement for official school business (including professional development) approved by the Superintendent shall be reimbursed in accordance with the Board's travel policy, NJSA 18A:11-12, NJAC 6A:23A-7, and any other successive travel regulations promulgated by the State of New Jersey, Department of Education. Reimbursement must be submitted on Board of Education vouchers on a monthly basis. All June travel vouchers must be submitted by July 15th in order to be considered for payment. Any vouchers received after July 15th related to prior year travel will not be considered.
- B. The Board will reimburse administrators for personal property, such as clothing and wearable items (eyeglasses, wristwatch, pens, etc.) which is damaged as a result of an assault on the administrator provided:
1. The administrator files for reimbursement from his or her insurance carrier, if he or she has such coverage. Any such reimbursement will be deducted from the Board's reimbursement.
 2. The loss must have occurred at school or in the performance of school business.
 3. The assault must not have been the fault of the administrator.
 4. The administrator must file a signed report of the incident with the building principal and the Superintendent within ten (10) days of the occurrence.

ARTICLE XV

MISCELLANEOUS

- A. Copies of this Agreement shall be duplicated at Board expense within a reasonable time after the Agreement is signed and, copies made available to each administrator presently employed, hereafter employed, or offered employment.
- B. Administrators will be advised of all written or oral complaints that are reduced to writing and placed in their personnel folders. In such cases, the administrator shall initial the complaint and shall have the right to submit a written answer, which shall be placed in his/her personnel folder. Written complaints that are not placed in the administrator's personnel folder will be excluded for evaluation purposes.
- C. Each member of the Principals and Supervisors Association shall receive \$500 annually with a \$100 maximum on subscriptions and publications to be applied towards professional development. Professional development shall include all expenses associated with the attendance at education conferences or workshops. All expenses for travel including registration fees shall be paid for initially by the members and reimbursed by the District after completion of workshop/conference. In certain instances where the registration fee exceeds \$500 and the district is requesting that the member attends a workshop/conference, the Superintendent will consider the use of a purchase order. Travel expenses will be reimbursed in accordance with the applicable New Jersey Statutes and Policy adopted by the Board of Education.
- D. Any member of the Principals and Supervisors Association, that has reached longevity status prior to July 1, 2023 will receive an increment by their years of accumulated administrative service in the school system. A full year of longevity credit will be given to each administrator for administrative service starting on or before November 1st in the year of initial administrative service in accordance with the schedule listed below:

Years of district administrative service	Contract Year 2023-2024	Contract Year 2024-2025	Contract Year 2025-2026	Contract Year 2026-2027
5 years or more	\$3,500	\$3,500	\$3,500	\$3,500
8 years or more	\$6,500	\$6,500	\$6,500	\$6,500
10 years or more	\$9,500	\$9,500	\$9,500	\$9,500

Longevity is eliminated for: (1) current employees who have not served five (5) years with the Board as of July 1, 2023; and (2) all future employees. Employees who have served five (5) years of service or more prior to July 1, 2023 and are currently receiving longevity as of July 1, 2023 shall continue to receive longevity and progress through the current longevity steps.

In no way shall an association member receive a total increment in an amount less than the increment payable pursuant to the previous Collective Bargaining Agreement.

- E. Any member of the Principal and Supervisors Association having earned a doctorate degree from an accredited institution of higher education recognized for accreditation and certification by the New Jersey Department of Education shall receive an annual Doctorate increment in accordance with the schedule listed below:

	Contract Year 2023-2024	Contract Year 2024-2025	Contract Year 2025-2026	Contract Year 2026-2027
Doctorate Increment	\$3,000	\$3,000	\$3,000	\$3,000

For purposes of this agreement, an accredited institution of higher learning shall be an institution recognized by the New Jersey State Department of Education. "Regionally accredited college or university" means an institution of higher education accredited by one of the following regional accreditation associations:

1. Middlesex State Association of Colleges and Schools;
2. New England Association of Schools and Colleges;
3. Higher Learning Commission, formerly part of the North Central Association of Colleges and Schools;
4. Northwest Commission on College and Universities;
5. Southern Association of Colleges and Schools Commission on Colleges; and
6. Western Association of Schools and Colleges.

- F. Upon submission of proof of enrollment, any member will be reimbursed for professional dues on an annual basis at the current rate set fourth by the professional organization not to exceed \$900 per year.

ARTICLE XVI
EVALUATIONS

- A. All monitoring or observation of the work performance of a member shall be conducted openly and with full knowledge of the member.
- B. Member shall be evaluated only by a person certified.
- C. All administrators shall be evaluated using district approved evaluation instruments in accordance with the provisions of AchieveNJ.
- D. An administrator shall be given a copy of any visit or evaluation report prepared by the evaluators prior to any conference to discuss it. No such report shall be submitted to the central office or placed in the individual's personnel file without prior conference with the member. Administrators shall be required to sign only the completed evaluation and may respond in writing to the evaluation, if so desired.
- E. Written evaluation shall include appropriate comments on strengths and weaknesses where applicable, with suggestions for improving weaknesses.
- F. An administrator shall have the right upon request to review the contents of his/her personnel file, except that confidential records such as personal references, academic credentials and other similar documents shall not be open for review.
- G. No material derogatory to an administrator's conduct, service, character or personality shall be placed in his/her personnel file unless the individual has had an opportunity to review the material. The member shall acknowledge that he/she has had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents. The member shall discuss the evaluation with the evaluator and also have the right to submit a written response to such material and their answer shall be reviewed by the Superintendent or their designee and attached to the file copy.

- H. Final evaluation of an administrator upon termination of his/her employment shall be concluded prior to severance and no evaluation documents and/or other material shall be placed in the personnel file of such member after severance.
- I. If the member takes exception to the accuracy or fairness of the evaluation the administrator may discuss such matters with the evaluator and pursue whatever legal rights he/she has with respect to the evaluation.

ARTICLE XVII

DURATION

This agreement shall be effective as of July 1, 2023 through June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their Corporate Seals to be placed hereon, on this 1st day of November 2023.

Middlesex County Magnet School Principals and Supervisors Association

ATTEST:

BY:



Eugene Catanzaro, Secretary



Michael Pede
MCMSPSA President

Board of Education of the Middlesex County Magnet Schools

ATTEST:

BY:



Karl J. Knehr, Secretary



Keith Jones II
President

APPENDIX "A"

2023 – 2027 SALARY GUIDELINES

1. Existing bargaining unit members whose current administrative assignment with the district began on or before June 30, 2023 shall receive base salary as indicated in the following table:

2023-2024		
For all positions hired prior to July 1, 2023, the 2022-23 base salary plus the following:		
Employees with a 2022-23 base salary less than \$105,000		\$10,135
Employees with a 2022-23 base salary more than \$105,000 but less than \$120,000		\$8,135
Employees with a 2022-23 base salary earning more than \$120,000		\$7,135
2024 - 2025	2025 - 2026	2026 - 2027
2023 – 2024 base salary plus an additional \$4,215	2024 – 2025 base salary plus an additional \$4,353	2025 – 2026 base salary plus an additional \$4,495

2. New administrative appointments:
 - a. Bargaining unit positions hired on or after July 1, 2023 shall receive initial base salary at the sole discretion of the Superintendent and Board of Education based on qualifications and experience.
 - b. Subsequent contract year salary adjustments will follow the table listed in section 1 (a) above.