

**MOUNT OLIVE ADMINISTRATORS' AND
SUPERVISORS' ASSOCIATION**

CONTRACT

BETWEEN THE

BOARD OF EDUCATION OF THE TOWNSHIP OF MOUNT OLIVE

AND

**MOUNT OLIVE ADMINISTRATORS' AND
SUPERVISORS' ASSOCIATION**

July 1, 2018 - June 30, 2021

RATIFIED

MOUNT OLIVE ADMINISTRATORS' AND SUPERVISORS' ASSOCIATION

April 12, 2018

Date

BOARD OF EDUCATION OF THE TOWNSHIP OF MOUNT OLIVE

April 16, 2015

Date

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ARTICLE I – RECOGNITION

In accordance with N.J.S.A. 34:13A-1 et seq., the Board hereby recognizes the Association as the majority representative for collective negotiations concerning the terms and conditions of employment for only the following full-time employees employed by the Board and holding supervisory or higher certificates:

Principals
Vice-Principals
Coordinators
Directors
Supervisors
Department Chairpersons
Instructional Supervisor

excluding all other employees.

References to "administrators" refer to all those included above and references to specific classification refer only to that classification.

ARTICLE II – NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the provisions of the New Jersey Employer-Employee Relations Act. N.J.S.A. 34:13A-1 et seq., and the rules and regulations of the New Jersey Public Employment Relations Commission.
- B. Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee's benefits existing prior to its effective date.
- C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether both of the parties at the times they negotiated or executed this Agreement.

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 PROCEDURE

A. Definitions

1. Grievance –

A "grievance" is a claim by an employee based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions and practices affecting an administrator or a group of administrators.

2. Aggrieved Person –

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest –

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 –

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure -

1. Time Limits

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 the mutual agreement.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, it could result in irreparable harm to a party in interest; then the time limits set forth herein shall therefore be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One – Superintendent

An administrator with a grievance shall first discuss it with the Superintendent either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two - Board of Education

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance the Association shall refer it to the Board of Education.

5. Level Three – Arbitration

- a. 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 a decision by the Board of Education or fifteen (15) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit its grievance to arbitration. The Association may submit the grievance to arbitration within fifteen (15) school days after receipt of request by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedure of the Public Employment Relations Commission (P.E.R.C.).
- c. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The Public Employment Relations Commission has jurisdiction over disputes concerning whether a grievance is within the scope of

negotiations. In the event that the substantive arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest with the arbitrator selected in accordance with the provision of Section C.5.b. of this Article, or the Courts, as appropriate.

- e. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expense, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Administrators to Representation

1. Administrator and Association

Any aggrieved person may either appear alone or be represented at all stages of the grievance procedure 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.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of administrators, the Association may also submit such grievance in writing to the superintendent.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of this 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. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C.5.c. of this Article.

3. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

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.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV – SUPERVISORY EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:1A-1 et seq., or other laws of New Jersey, or the Constitutions of New Jersey and the United States; that it shall not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association; participation in any activities of the Association; collective negotiations with the Board; or institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any administrator the rights granted by New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No administrator shall be disciplined, or reduced in rank or compensation without just cause, as defined in N.J.S.A. 18A:28-5.

ARTICLE V – ASSOCIATION RIGHTS AND PRIVILEGES

All records, data, and information of the Mount Olive Township School District, if available to the public, shall be made available to the Association for inspection during business hours at the office of the Board Secretary, with reasonable notice of the time of the inspection and the documents it wishes to inspect.

ARTICLE VI – FRINGE BENEFITS

A. The Board shall incur the costs of the employee's membership in the following professional organizations:

1. National Association of Secondary School Principals.
2. New Jersey Association of Secondary School Principals and Supervisors.
3. Morris County Association of Secondary School Principals and Supervisors.
4. National Association of Elementary School Principals.
5. New Jersey Association of Elementary School Principals.
6. Morris County Association of Elementary School Principals.
7. N.J.A.S.A. - Association of School Administrators (Director of Administrative Services).

B. Professional Conferences

1. Subject to the approval of the Superintendent, Administrators and Supervisors may attend National, State, and Regional Professional meetings, conferences, conventions, and workshops.
2. Reimbursement for overnight expenses are subject to the State of NJ OMB requirements (www.gsa.gov). Mileage will be reimbursed at the state approved rate.

C. Sick Leave Buy Back

1. All administrators shall, at the time of retirement, receive a wage bonus of ninety percent (90%) of accumulated sick days. Payment shall be at the current rate of sixty-five dollars (\$65.00) per day.
2. At the end of the school year, a maximum of three (3) personal days will be added to the individual's total cumulative sick leave.
3. All unused sick days accumulated by administrators prior to July 1, 2003 shall be paid at retirement as set forth in paragraph 1, above and the value of those days shall be calculated and frozen as of July 1, 2003. All unused sick days accumulated by an administrator after July 1, 2003 shall be paid at the rate of \$100.00 per day at retirement, to a maximum of \$20,000. To be eligible to receive payment for sick leave at retirement, an administrator must have a total of ten (10) years of service to Mount Olive. Payment for days accumulated prior to July 1, 2003 shall not be included in the \$20,000 maximum payment. If retirement occurs with less than ten (10) years of service, total sick days are calculated as to previous contract: 90% of sick days at \$65 (sixty-five dollars) per day.
4. Up to five (5) days of bereavement leave shall be granted upon the death of a spouse, parent, or child. Up to three (3) days of bereavement leave shall be granted upon the death of a brother, sister, grandparent, grandchild, son in law, daughter in law, parent in law, brother in law, sister in law, and other members of the immediate household.
5. Upon the termination of a disability leave due to pregnancy, a non-tenured employee shall be entitled to an unpaid child care leave until the end of the contract year in which said leave commenced. A tenured employee may apply for unpaid child care leave for the balance of the school year and the succeeding school year. Employees on childcare leave must notify the Board in writing no later than April 15 of their intent to return in September

barring any unforeseen circumstances. In no event shall the Board be required to grant a childcare leave to both spouses who work in the district.

6. All unit members shall be entitled to one sick day per month of service in each school year. Unused days shall be accumulated from year to year without limit.

D. Work Year Defined

1. The twelve month work year shall be from July 1 through June 30. All twelve-month administrators, having completed their first year of service will work 220 days, except those administrators who have earned additional vacation time due to longevity. These vacation/longevity days will be subtracted from the 220 days. Administrators during their first year of service will work the regular twelve-month calendar.
2. Ten-month employees - The work year for Department Chairpersons and Instructional Supervisors shall be the teachers' work year (185 days) plus an additional fifteen (15) days between June 30 and September 1 as determined by the Building Principal and/or Superintendent.
3. Administrators should not be required to work on the days when school is closed. Inclement weather days are accrued as part of the 220 days.
4. Each Administrator shall be allowed five (5) personal days per school year without needing to provide reason to the superintendent.

E. Vacation

1. All twelve-month administrators will receive a minimum of twenty (20) vacation days plus earned longevity vacation days.

After 1 year	- 20 days
After 15 years	- 1 additional day
After 20 years	- 2 additional days
After 25 years	- 3 additional days
2. Twelve-month administrators shall not use their vacation days during the two weeks immediately preceding the opening of school unless approved by the Superintendent.
3. Administrators unable to utilize their vacation time in the year that it is earned may accumulate five (5) unused vacation days as unused sick days, subject to a maximum accumulation per year of fifteen unused sick, personal, and vacation days. (N.J.S.A. 18A:30-7).

F. Longevity

After the tenth (10th), fifteenth (15th), twentieth (20th), twenty-fifth (25th), and thirtieth (30th) year of continuous service in the field of education in the Mount Olive School District, a non-cumulative adjustment will be added to the individual's base salary. These payments shall be included in salary for pension purposes. Salary increases described in Article VIII, Administrators' and Supervisors' Salaries, shall be calculated before the longevity payments are added:

<u>Longevity</u>	<u>Scale Amount</u>
10 – Years	\$1,000
15 – Years	\$1,500
20 – Years	\$2,000
25 – Years	\$2,500
30 – Years	\$3,000

G. Insurance

1. Medical -

The Board agrees to continue to pay the premium costs for single and family coverage for those full-time employees participating in the district's Medical and Hospital Benefit Plan, subject to the state law required pre-tax contributions by the employee to defray these premium costs. This contribution is to be deducted at the rate of 1/20th for 10-month full-time employees and 1/24th for 12-month full time employees per pay period.

- a. Mandatory Second Surgical Opinion and Hospital Precertification features will be included in the Medical Insurance programs.
- b. The major medical deductible will be one hundred (\$100) dollars single/two hundred fifty (\$250) family or as indicated in the State of NJ School Employee Medical Plan.
- c. The coverage is the State of NJ School Employee Health Benefit Plans as listed on the State of NJ website.
- d. MOASA agrees to continue to contribute to their insurance premiums at the percentage rate as defined by step 4 of the implementation plan P.L. 2011, c.78, for the term of this contract.
- e. Effective July 1, 2006, upon satisfactory proof of alternate coverage, employees who waive health benefit coverage to which they are entitled to through this agreement shall receive the following payments. Payments are not to be considered a salary payment and,

as such, are not pensionable. Any tax liability is the responsibility of the employee. Payments will be made in two installments, fifty percent (50 %) on December 31st and fifty percent (50%) on June 30th.

f. The following reimbursement rates are based on full-time employees working full-time hours. Rates for employees working less than thirty hours per week are pursuant to the formula at the end of this section:

- i. Single Coverage - \$1,500
- ii. Husband/Wife coverage - \$3,500
- iii. Family Coverage - \$4,000
- iv. Parent/Child - \$2,500

2. Dental -

The Board agrees to provide \$50 deductible for single and \$100 deductible for full family coverage for full-time employees. The dental calendar year maximum shall be \$1,500 per person.

3. Carrier Designation -

- a. The Board, after consultation with the Association, may change carriers or self-insure, in its sole discretion, provided the insurance benefits are substantially equal to or better than the insurance benefits originally provided.
- b. The Board will make available to the individual members the option to remain with the carrier identified in section G.3.a, or enroll in a similar contract with different employee out of pocket options. This is an option available to individual employees and dependents, and will not impact dependent status. As the carrier allows, an employee may elect to return to the original plan bearing the appropriate increase in premium contribution as identified in P.L. 2011, c.78.

4. Upon retirement and thereafter, unit members and their spouses can elect to continue to be part of the Mount Olive Township Public Schools insurance plans by paying the group rate.

5. Each unit member with twenty (20) years or more of service in the Mount Olive School District will receive up to three hundred dollars (\$300.00) reimbursement yearly for a complete physical examination, not covered by

insurance. Members with less than twenty years of service in the Mount Olive School District, who are at least forty-five (45) years of age will receive up to three hundred dollars (\$300.00) reimbursement for a physical examination every three years, which is not covered by insurance. Member with less than twenty years of service in the Mount Olive School District who are at least fifty (50) years of age will receive up to three hundred dollars (\$300.00) reimbursement for a physical examination every two years, which is not covered by insurance.

H. Tuition Reimbursement –

1. Eligibility

- a. Each employee shall be eligible to receive reimbursement from the Board of tuition and fees for up to six (6) credits for their first year of employment, in their second year of employment and beyond, twelve (12) credits, for a maximum of twelve (12) completed graduate level credits per year relevant to the employee's field of education or position in the district taken during a twelve month period from July 1 to June 30.
- b. For courses taken at New Jersey State colleges and/or Universities, reimbursement shall not exceed the per credit hour rate charged by the New Jersey State College.
- c. For courses taken at non-New Jersey State Colleges and/or at Universities, reimbursement shall not exceed the College of New Jersey rate per semester hour, plus three-fourths (3/4) of the difference between such rate and the total cost per semester hour.

Example: At \$200 per credit, assuming College of New Jersey rate of \$70.00 per semester hour, reimbursement would be \$70.00 plus $\$97.50 = \167.50 per semester hour to the total dollar limitation in subsection J(1)(d) below.

- d. Reimbursement for the July 1 to June 30 year shall not exceed a maximum of nine (9) credits at the College of New Jersey rate regardless of where the courses were taken. Tuition costs beyond the maximum may not be carried forward to the subsequent year.
- e. Any employee who wishes to take a course and be eligible for reimbursement must have prior written approval from the Superintendent.
- f. In order for the employee to be eligible for reimbursement, the

course must be taken at an accredited college or university, an average grade of B or a satisfactory grade in ungraded courses taken must be maintained in each course for which tuition reimbursement is sought, and the course must meet one of the following criteria:

- i. The course must be related to assigned subject area and/or discipline.
 - ii. The course must fulfill requirements for a higher degree in a program approved by the Superintendent.
 - iii. The course is taken at the request of Administration.
- g. Employees who leave the district must reimburse the Board for tuition reimbursement received by them within five (5) years of their resignation.
- i. Repayment will be required if the employee is terminated by the Board, resigns or is unable to continue in the Board's employ due to death or serious illness. The employee will be required to sign a promissory note at the inception of the course/program agreeing to repay the tuition in accordance with the Agreement's repayment percentages.
 - ii. Reimbursement shall be as follows:
 1. After year one (1) 100%
 2. After year two (2) 80%
 3. After year three (3) 50%
 4. After year four (4) 25%
 5. After year five (5) 10%
 6. After year six (6) 0%
 - iii. Notwithstanding the above, the Board's total liability for tuition reimbursement shall be limited to \$20,000 per year. Once Superintendent approval is granted, if the amount of requested reimbursement exceeds the balance of the remaining fund, the balance will be equally divided and distributed among the members requesting reimbursement.

2. Repayment Procedures Applicable to All Employees

- a. Requests for tuition reimbursement must be made in the semester following completion of the course or the claim for reimbursement shall thereafter be barred. Reimbursement for completed graduate courses will be made twice during the school year. All transcripts,

cancelled checks or receipts and requests for reimbursement must be delivered to the Superintendent by September 15 for reimbursement during October and February 1 for reimbursement during March. Entitlement to reimbursement shall not occur until the Superintendent has received official notification from the college of course completion and maintenance of a grade average of B.

- 3. Entitlement to tuition reimbursement shall not continue after termination of employment even though approval of the courses was obtained during employment. The employee must be employed by the board at the time of reimbursement. However, an employee who is terminated as a result of a reduction in force or medical unplanned retirement shall receive reimbursement.

ARTICLE VII – RETENTION OF BENEFITS

A. All Benefits to be Retained

The failure of the parties to enter into specific agreements with respect to benefits existing at the time of the signing of this Agreement shall not be construed to permit the Board of Education to diminish any existing benefits.

ARTICLE VIII – ADMINISTRATORS’ AND SUPERVISORS SALARIES

- A. Salary increases shall be based on the current base salary of each administrator. Effective July 1, 2018, the following percentage increases shall be in effect:

<u>Year</u>	<u>Percentage Increase All Administrators</u>
2018-2019	2.90%
2019-2020	2.90%
2020-2021	2.90%

- B. Newly hired employees may be placed at any point in the salary range established for their position at the Board’s discretion.
- C. Ten (10) month Department Chairpersons who are asked to work beyond the work year established in Article VI, Paragraph 2, shall be paid at the rate of 1/200 of the regular salary for each day worked, or at hourly rates based on one-seventh (1/7) of his/her daily rate if less than a day.

- D. Doctoral Adjustment: Unit Members possessing an education related Ph.D. or Ed.D. shall receive a \$2,500 payment added to their base salaries beginning after their first year of service. If the unit member earns the degree during an academic year, the adjustment will commence the next July 1.
- E. The orderly conduct of the school district requires that employees intending to resign their employment give adequate advance notification. An employee intending to terminate all employment with the school district, for reasons other than sudden illness or other unforeseen extenuating circumstances, shall give no less than sixty (60) days advance notification in writing. If an employee fails to give said notification of voluntary termination of employment, that employee shall not be eligible for payment of any accumulated sick leave, vacation pay or any other similar deferred compensation benefit.
- F. The Board agrees to make available \$1,000 maximum per member per year who is responsible for initiating and implementing a school/district improvement program or project that has prior approval of their Principal/Supervisor and the Superintendent of Schools. After March 1, of each school year, any remaining fund balance may be reallocated to proposed projects, if they are not already designated for disbursement, at an agreed upon amount greater than \$700 allocation, subject to the approval of the Superintendent. The Superintendent's decision to approve or not approve a school/district improvement program or project shall be final and binding and not be subject to a grievance or arbitration.

ARTICLE IX – MISCELLANEOUS PROVISIONS

A. Printing and Distribution

The School District will, at its own expense, print sufficient copies of this Agreement for present and new employees.

B. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of the Agreement, either party shall do so, in writing, at the following addresses:

1. If by Association, to Board at
Northwest Professional Center
227 U.S. Route 206,
Building 1
Flanders, NJ 07836
ATTENTION: President of the Board

2. If by the Board, to Association at
Central Administration Building
227 U.S. Route 206,
Building 1
Flanders, NJ 07836
ATTENTION: President of Mt. Olive Administrators' and Supervisors'
Assn.

C. In the event any portion of this Contract shall be deemed to be in violation of the law, the remainder of the Contact shall remain in full force and effect.

D. In the event that a member of the Association is placed temporarily in a position that carries a higher salary classification, he or she shall receive a per diem stipend that is equal to one-half the difference between his or her own salary and the salary of the individual who is temporarily being replaced. The stipend shall be earned only after the temporary placement has exceeded twenty work days and shall begin with the twenty-first work day.


ARTICLE X – DURATION OF AGREEMENT


This Agreement shall be effective as of July 1, 2018 and shall continue in effect until June 30, 2021. Mutually developed salary ranges are attached. Employees shall be frozen on step for the duration of this contract.

All prior agreements shall be incorporated into the 2018-2021 contract. All proposals not addressed herein are withdrawn.

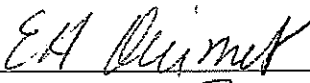
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries on the day and year aforesaid.

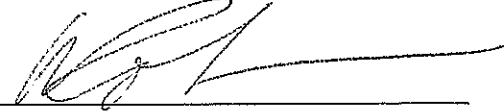
MOUNT OLIVE ADMINISTRATORS'
AND SUPERVISORS' ASSOCIATION

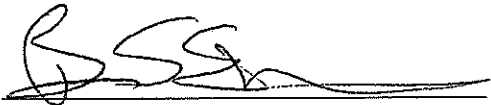




MOUNT OLIVE TOWNSHIP
BOARD OF EDUCATION







SALARY RANGES 2018 – 2021

2018-2021 ADMINISTRATOR AND SUPERVISOR SALARY RANGES

Category – Position	Range
Principal- HS	\$138,347 - \$194,996
Principal- MS	\$128,853 - \$181,616
Principal-Elementary	\$120,716 - \$170,145
Director Special Services	\$120,716 - \$170,145
Director K - 12	\$115,289 – \$162,498
Supervisor K - 12	\$109,866 - \$154,854
Vice Principal - HS	\$108,511 - \$152,942
Vice Principal – MS	\$108,511 - \$152,942
Athletic Director	\$101,726 - \$143,384
Guidance Director	\$101,726 - \$143,384
Instructional Supervisor	\$88,163 - \$124,266
Doctorate Adjustment	\$2,500
Longevity Adjustment	
10 – Years	\$1,000
15 – Years	\$1,500
20 – Years	\$2,000
25 – Years	\$2,500
30 – Years	\$3,000

It is agreed the new ranges will only apply to those persons hired by the District after July 1, 2018. If a currently employed MOASA member's salary exceeds the top end of the step guide used in 2017-18 or the newly adopted guide, they will receive the applicable negotiated percent increase to their current year's salary.