

CONTRACT
BETWEEN
FLEMINGTON-RARITAN SCHOOL ADMINISTRATORS' ASSOCIATION
AND
FLEMINGTON-RARITAN REGIONAL BOARD OF EDUCATION
July 1, 2022 – June 30, 2027

ARTICLE 1 UNIT MEMBERSHIP

A. Contract Period

This contract shall commence on July 1, 2022 and terminate on June 30, 2027.

B. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, as amended, the Board hereby recognizes the Association as the exclusive and sole representative for the purpose of collective negotiations concerning the terms and conditions of employment for the following supervisory personnel employed or to be employed by the Board.

School Principal
Assistant School Principal
Director of Pupil Personnel Services
Supervisor of Pupil Personnel Services
Supervisor

Unless otherwise indicated, the term "administrator" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined. References to male administrators shall include female administrators. All other positions shall be excluded from the bargaining unit.

ARTICLE II NEGOTIATIONS PROCEDURE

A. Bargaining Agreement

The Board and the Association shall engage in good faith bargaining in accordance with the schedule established by law.

B. Scheduling of Meetings

Whenever any member of this Association is mutually scheduled by the parties to participate during working hours in negotiation, grievance procedures, conferences or meetings, they shall suffer no loss of pay.

ARTICLE III GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a formal complaint by an administrator, with representation, that there has been a misinterpretation, violation, or misapplication of Board policy, this Agreement, or a decision affecting administrators.

B. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
2. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to execute all assignments and observe all applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
3. The Association and/or administrator may process a grievance through all levels of the grievance procedure.
4. Any employee who has a complaint shall discuss it first with their immediate superior in an attempt to resolve the matter informally at that level.
5. If, as a result of the discussion, the matter is not resolved to the satisfaction of the administrator within five (5) workdays, the administrator or their representative shall serve upon the Superintendent a grievance signed by the administrator or their representative, said grievance to specify the following:
 - a. The nature of the grievance by specifying the contractual article allegedly violated, or the Board policy or administrator decision involved.
 - b. The nature and extent to the injury or loss.
 - c. The result(s) of previous discussion(s).
 - d. Dissatisfaction with decisions previously rendered.
 - e. The remedy sought.

To be considered, an administrator must initiate a grievance within five (5) workdays of the date they knew or should have known of the event giving rise to the grievance. The Superintendent shall communicate the decision to the employee(s) in writing within five (5) workdays of receipt of the written decision.

6. If the Superintendent does not resolve the grievance to the satisfaction of the administrator, the administrator shall request a review by the Board of Education no later than five (5) workdays after receipt of the Superintendent's decision.

The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of the next meeting of the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the administrator and the administrator wishes review by a third party, he/she shall so notify the Board through the Superintendent within ten (10) workdays of receipt of the Board's decision, except in the case of a grievance involving any of the following points:

- A. Any matter for which a method of review is prescribed by law or any Rule or Regulation of the State Commissioner of Education or any matter which according to law is beyond the scope of Board alone.
- B. A complaint of a non-tenured administrator which arises by reason of they're not being re-employed.
- C. A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

8. A. The following procedure will be used to secure the services of an arbitrator.

- i. A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in question.
- ii. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- iii. If the parties are unable to determine, within ten (10) workdays of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.

- B. The arbitrator shall be limited to issues involving solely the interpretation and application of this agreement. They can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be advisory upon both parties. Only the Board

and the aggrieved and their representatives shall be given copies of the arbitrator's award. All reasonable attempts will be made to accomplish this within thirty (30) days of the completion of the arbitrator's hearing.

C Rights of administrators to representation:

- i. Any aggrieved administrator may be represented at all stages of the Grievance procedure by themselves, or at their option, by a representative selected or approved by the Association.
 - ii. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the Superintendent's written decision made in response to a written grievance shall be given to the Association immediately.
 - iii. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting their appeal with respect to the personal grievance.
- D. The costs for the services of the arbitrator shall be done equally by both parties. Any other expenses incurred shall be paid by the party incurring the same.

ARTICLE IV ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

B. Use of School Equipment

The association shall have the right to use school facilities and equipment for Association business at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable costs of all materials, supplies, and equipment resulting from such use.

**ARTICLE V
VACATIONS AND OTHER LEAVES**

A. Work Year

The work year for administrators shall be twelve (12) months commencing July 1 of each year. During the school year when school is not in session, administrators will work at the direction of the Superintendent.

The work year for (ten) 10-month administrators begins September 1st and ends June 30th. The ten-month administrator shall work an additional (ten) 10 days in total during the months of July and August. Scheduling of those days is at the discretion of the superintendent. The administrator shall be paid at a per diem rate.

B. Personal Days

Time off to conduct personal business will be granted by the Superintendent when situations arise that cannot be handled during the non-school hours. The administrator will advise the Superintendent of the reason for the request in sufficient time to be sure schools are properly covered.

** 6 Personal Days Added*

C. Vacation Time

~~Ten-month administrators shall not be granted vacation time.~~

12-month Administrators shall be entitled to twenty (20) days' vacation during each work year. Vacation for new hires will be determined by the following table:

Month of Hire	No of Vacation Days
July	20
August	18
September	17
October	15
November	13
December	12
January	10
February	8
March	7
April	3
May	3
June	2

Scheduling of vacation requires the approval of the Superintendent.

→ An administrator may carry-over up to ten (10) days from the previous year into the current year. Administrators who leave the employ of the Board will be reimbursed for

** Admin may use unused vacation time up until JAN 1st of the following year. After JAN 1st*

unused vacation days. Days (daily rate of pay shall equal 1/240 of salary) that were earned or accumulated during the current work year according to the following table: (a partial day will be paid as a full day)

Month of Departure	No of Vacation Days
July	2
August	3
September	3
October	7
November	8
December	10
January	12
February	13
March	15
April	17
May	18
June	20

D. Death in the Family

Administrators shall be entitled to a maximum of three (3) days at any one time in the event of an administrator's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunts, uncles, or grandparents death, and up to five (5) consecutive days leave in the event of the death of an administrator's spouse, child, brother, sister or parent.

E. Sick Leave and Payment for Accumulated Sick Leave

Ten-month administrators are entitled to 12.5 cumulative days leave per year due to sickness.

12-month administrators are entitled to fifteen (15) cumulative days leave per year due to sickness. The Superintendent may recommend to the Board that this limitation be exceeded in extenuating circumstances.

Upon separation from employment, an administrator shall be eligible for payment of unused sick leave as follows:

1. An administrator who has attained tenure as an administrator shall receive payment at a per diem rate of thirty (30) dollars for a maximum of 200 days.
2. An administrator who has attained tenure and retires under the provisos of the T.P.A.F. shall receive payment at a per diem rate of seventy-five (75) dollars for a maximum of 200 days.

F. Temporary Disability Leave of Absence

Temporary leaves other than leaves for sickness may be granted by the Superintendent. Extended leaves of absence without pay may be granted at the discretion of the Board of Education upon recommendation of the Superintendent.

G. Holidays

Twelve-month administrators shall be entitled to the following thirteen (13) paid holidays:

New Year's Day
Martin Luther King Day
Friday before President's Day
President's Day
Good Friday
Memorial Day
July 4
Labor Day
Yom Kippur/Rosh Hashanah (in the event school is closed)
Friday of the NJEA Convention
Thanksgiving Day and Friday Following
Christmas Day

Ten-month administrators shall be entitled to all of the above holidays with the exception of July 4th.

**ARTICLE VI
INSURANCE PROTECTION**

- A. Effective July 1, 2018, the Board will pay the premium for Comprehensive Major Medical, Surgical and Dental for single or family coverage for all administrators, subject to employee percentage contributions toward premiums, as outlined on the chart below.

SALARY	EMPLOYEE CONTRIBUTIONS
\$0 - \$29,999	8.5%
\$30,000- \$49,999	11.5%
\$50,000- \$54,999	13.5%
\$55,000- 59,999	15.5%
\$60,000- \$64,999	18.5%
65,000- \$74,999	20.5%
\$75,000- \$99,999	22.5%
\$100,000- \$124,999	30.5%
\$125,000 +	32.5%

- i. Effective July 1, 2018, the Comprehensive Major Medical plan shall be Direct Access and the PPO shall be eliminated.
- ii. The comprehensive Major Medical Program and Prescription Drug Co-Pay (\$20.00 for brand names; \$10.00 for generic), single and family plans or an equivalent insurance package mutually agreed upon by the Board and the executive committee of the F.R.A.A. are available to all employees.
- iii. The Dental Insurance Plan or an equivalent insurance package mutually agreed upon by the Board and the F.R.A.A. is available to all employees and dependents.

- B. The Board will pay one hundred (100) percent of the premiums for disability insurance for all tenured administrators. These benefits shall apply to the beneficiary as appropriate.

Non-tenured administrators may, at their discretion, have the same disability coverage at a cost to the Board of Education of eighty (80) percent of the annual premium. These benefits shall apply to the beneficiary as appropriate. Each administrator will be charged twenty (20) percent of their individual premium payable to the Board of Education.

The disability plan will pay approximately sixty (60) percent of the per diem salary rate of the disabled administrator.

During the period of disability, the Board will pay the difference between the administrator's per diem rate and the disability plan benefit. The payment will be charged against the administrator's accumulated sick leave time. The administrator's unused accumulated sick leave total days will be reduced by ¼ of a day for each day that the Board pays the per diem differential rate.

- C. The Board shall pay eighty (80) percent of the premiums for co-pay prescription insurance for administrators who retire via TPAF rules. The premiums will be paid for three (3) years immediately following retirement. This plan shall be for husband and wife. To be eligible for retirement health benefits, the administrator will have served for a minimum of twenty-five (25) years in the Flemington-Raritan Regional School District.

D. Voluntary Waiver of Benefits

- i. There shall be a voluntary waiver incentive plan for the health/hospitalization, prescription and dental insurances provided in this Agreement. Effective 7/1/18, an incentive payment, not to exceed \$5000, will be made to the administrator in the amount of 25% of the relevant premium, minus employee contribution, that the Board would have been required to pay if the employee

had not waived coverage. The waiver period shall be July 1 through June 30. The payment will be made in two installments per year, one in December and one in June.

- ii. Employees eligible to waive insurances are employees who are eligible to receive any enrollment level above single for health/hospitalization insurance or are eligible to receive any enrollment level for prescription and dental insurance.
- iii. An employee may waive one, two or all three insurances.
- iv. An employee who has no other health/hospitalization coverage may not waive the health/hospitalization coverage. An employee waiving health/hospitalization coverage must provide proof of alternative coverage or the waiver will not be allowed.
- v. An employee who waives coverage may re-enroll at the open enrollment periods, subject to carrier rules. The only exception is that if a spouse's health/hospitalization coverage is terminated during an insurance year, the employee may re-enroll immediately in the District's plan. If such re-enrollment occurs during the insurance year, the incentive payment will be prorated for that year.
- vi. Each potentially eligible employee will receive a form from the administration. It will contain a final return date and waiver of coverage, and will specify the incentive payment which will be received.
- vii. In order to protect all employees from Federal and State taxation of existing benefits once this plan is in effect, the District will maintain a Section 125 plan.
- viii. Employees who receive such a waiver incentive are subject to normal Federal and State withholding on such payment.

ARTICLE VII PROFESSIONAL GROWTH

A. New Jersey Administrator's Certification

It is expected that an administrator recommended for employment by the Superintendent and approved by the Board of Education has the appropriate New Jersey certification as an administrator or a letter of eligibility.

An administrator with a certificate of eligibility will be reimbursed for the mentoring fee at the current rate, for each year of the two-year program, upon receipt of a copy of the Standard Principal Certificate.

An administrator upon receipt of the Standard Principal Certificate shall be reimbursed for the assessment fee when the administrator receives tenure.

B. Professional Organization Dues

Administrators' dues in professional organizations as approved by the Superintendent shall be paid by the Board.

C. Tuition Reimbursement

Effective July 1, 2003, all administrators shall be reimbursed annually for tuition fees not to exceed the equivalent of thirty (30) credits at the Rutgers University Graduate rate and necessary books, after prior approval by the Superintendent. Proof of successful completion of courses shall be provided before reimbursement is made, and all books shall become Board property and placed in the professional library. Payment for tuition reimbursement requires the administrator to provide proof that he/she achieved a grade of a "B" or higher.

If an administrator leaves the employ of the Flemington Raritan School District within one (1) school year after receiving his/her degree from tuition reimbursement, he/she shall reimburse the District the total amount of tuition reimbursement paid in the preceding twenty-four (24) months.

D. Attendance at Professional Meetings

Attendance at professional meetings shall be assigned and approved at the discretion of the Superintendent. Registration fees, hotel and expenses, and other fixed expenses shall be paid by the Board of Education, with approval of the Superintendent. Other expenses shall be paid after proper reimbursement forms are completed and approved by the Superintendent in accordance with Travel Policy 3440.

**ARTICLE VIII
SABBATICAL LEAVES FOR ADMINISTRATORS**

A. Eligibility

After completion of ten (10) years continued experience as an administrator in the Flemington-Raritan Regional School District, an administrator-employee may apply for a one-time sabbatical leave for the purpose of completing an approved course of study of at least 6 credits per semester at an accredited institution. All courses must be pre-approved

by the Superintendent. In the school year following the sabbatical, the administrator shall be required to make a presentation to the Board of Education at a public meeting and to the other administrators at a Cabinet Meeting. The presentation will be an Executive Summary, reviewed by the Superintendent, which outlines the learning experience and how the new learning will be applied to enhance the administrator's work in the district.

B. Guidelines

Budgetary arrangements require that application for sabbatical leaves must be made prior to November 1st preceding the school year in which the leave would be taken.

Payment during sabbatical leave:

- i. In the event an administrator takes a sabbatical leave, the Board will require an employee contract to be signed between the Board and the applicant. This contract will be in effect for the period of the leave and two consecutive years thereafter. Voluntarily failing to complete this arrangement, the administrator shall repay to the Board the full salary received while on leave.
- ii. Administrators on such leave will be considered as in the employ of the Flemington-Raritan Regional Board of Education, and the time thus spent shall count as regular services toward retirement and for consideration in regard to salary adjustments. From the salary received while on sabbatical leave, there shall be made the regular deductions as required by law, or authorized by the administrator.
- iii. Annual contractual salary while on sabbatical leave will be one hundred (100%) percent for ½ year or fifty (50%) percent for full year of the approved salary.

C. Gainful Employment

While on sabbatical, the employee shall not engage in gainful employment except by written agreement with the Board of Education. Scholarships and fellowships do not constitute gainful employment.

D. Salary Adjustment

The administrator will receive the full yearly salary adjustment provided they have fulfilled the plans approved by the Board of Education.

E. Form for Sabbatical

The form of Sabbatical Leave Agreement to be utilized when sabbatical leave is granted is annexed hereto as Schedule A.

ARTICLE IX MISCELLANEOUS

A. Administrative Transfers

Any administrator who requests a change in assignment/transfer should submit a letter of interest to the Superintendent no later than April 15th.

The Superintendent shall notify any administrator, in writing, of any involuntary transfer or reassignment by May 15th for transfers effective the following school year. A temporary transfer can be made at any point in the school year; however, it will not exceed one hundred and twenty (120) days in duration, unless mutually agreed between the Superintendent and administrator to extend beyond one hundred and twenty (120) days.

In cases of unforeseen emergency critical to the normal functions of the school, the transfer can be made at any point in the school year.

B. Evaluations

Evaluations of administrator shall be written at least once each year. No administrator will be terminated, dismissed, or suffer loss in pay without "just cause" as established in title 18:A. Evaluation of all administrators shall include a Summative Evaluation by the Superintendent at the end of the school year. The evaluation process and related documents will adhere to the current law.

C. Successor Agreement

The successor agreement shall be negotiated on a timetable in accordance with New Jersey Law.

D. Re-Open Clause – Lifetime Health Benefits

The Board agrees that should any other units employed by the Board be afforded lifetime health benefits, the administrators shall reopen negotiations for this purpose only.

E. Contract Modification

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 X COMPENSATION

Increment increases to salary for the 2022-2023 school year shall be applied after first adding members' base salaries for the 2021-2022 school year plus whatever performance incentive, if any, a member earned during the 2021-2022 school year. As indicated below, performance incentives, thereafter, shall not be paid.

A. Tenure Adjustments

Any employee hired as an administrator prior to June 30, 2014 shall be entitled to the following adjustment upon the receipt of tenure in the district.

- i. For the administrator reporting directly to the Superintendent, a one percent salary adjustment.
- ii. For the administrator reporting indirectly to the Superintendent, a two (2) percent salary adjustment.

In order to provide for eventual comparability of salaries in similar jobs; if individuals were hired at discrepant salaries, the Superintendent may recommend to the Board an increase in this percent at the time that any individual administrator attains tenure.

B. Longevity

An employee hired as an administrator prior to June 30, 2014 reaching an in-district service plateau as described below is eligible for a percentage increment on their base salary. Administrators who have been employed by the district in a position other than administration shall receive a year-for-year longevity credit up to a maximum of five (5) years.

10 years = one (1) percent
15 years = one and five tenths (1.5) percent
20 years = two (2) percent

C. Salary Adjustment

The Board, upon the mutually agreed recommendations by both the Superintendent and the Administrators' Association, may adjust the salary of an administrator during a contract year. This adjustment can only be made upward and will not affect the salaries of the other administrators.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their seals to be placed hereon, all on the day and year first above written.

FLEMINGTON-RARITAN SCHOOL ADMINISTRATORS ASSOCIATION


By: 

SEAL

FLEMINGTON-RARITAN REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION

By: 
SUSAN MITCHELTREE, President

SEAL

By: 
EDWARD IZBICKI, Secretary

"SCHEDULE A"
SABBATICAL LEAVE AGREEMENT


Agreement made this ____ day of _____, by and between the Flemington Raritan Board of Education, hereinafter referred to as "The Board", and _____, hereinafter referred to as "The Administrator":

WHEREAS it is the policy of the Board, upon the recommendation of the Superintendent, to grant a sabbatical leave of absence for a period of one year to a professionally certified person employed in the Flemington-Raritan School district for a period of ten years or more of continuous full-time service in the capacity of School Administrator, for the purpose of completing an approved course of study of at least 6 credits per semester at an accredited institution, and

Now, therefore, the parties hereto agree as follows:

1. The Board does hereby grant a sabbatical leave of absence to the Administrator for a period of one year commencing _____ and ending _____. During each absence the Administrator shall continue in the employment of the Board and shall receive an annual compensation equal to fifty percent (50%) _____ for that year and shall advance _____ on the salary schedule. The Board further agrees the time spent on sabbatical shall count as regular services toward retirement and for consideration in regard to salary adjustments. From the salary received while on sabbatical leave, there shall be made the regular deductions as required by law or authorized by the Administrator.
2. Administrator does hereby agree that leave of absence hereby granted shall be used for the purpose of completing an approved course of study and shall not engage in gainful employment except by written agreement with the Board. Administrator further agrees to continue in the service of the Flemington-Raritan Board of Education for a period of at least two years after the expiration of such leave of absence. Should the Administrator voluntarily fail to complete this contract, he shall be required to refund any and all compensation received from the Board during the period of leave.
3. While the Board of Education desires that an administrative position will be available to the Administrator upon his/her return, the Board will not specifically guarantee that the identical position will be available upon return from leave.


IN WITNESS THEREOF, the Board has caused these present to be signed by its proper corporate officer, its seal to be hereto affixed and duly attested, the Administrator has hereunder set hand and seal, duplicate respectively this day and year first mentioned above.



Administrator



Board President



Board Secretary