

**MASTER AGREEMENT**

**Between the**

**BRICK TOWNSHIP BOARD OF EDUCATION**

**And the**

**BRICK TOWNSHIP ASSOCIATION OF SCHOOL ADMINISTRATORS**

**July 1, 2017 – June 30, 2020**

## **I. RECOGNITION**

The Board of Education of the Township of Brick (hereinafter referred to as the Board) recognizes the Brick Township Association of School Administrators (hereinafter referred to as BTASA) as the official and exclusive bargaining agent for collective negotiations concerning salaries and conditions of work for the following groups within. The terms administrator hereinafter will mean these members of the bargaining unit:

- A. Principals
- B. Assistant and/or Vice Principals
- C. Subject supervisors
- D. Directors
- E. District Directors

## **II. DURATION OF AGREEMENT AND NEGOTIATION PROCEDURE FOR A SUCCESSOR AGREEMENT**

- A. It is agreed that this contract will be in effect from July 1, 2017 to June 30, 2020, for a period of three (3) years.
- B. The provisions of this contract will remain in effect without reduction, limitation or modification until such time as a new agreement is reached between the Board and the duly authorized bargaining agent for the school district's administrators.
- C. The parties agree to enter collective negotiations over a successor agreement according to the timetable established by the Public Employee Relations Commission.
- D. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were, or could have been, the subject of negotiations. During the term of this Agreement, neither party will 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.
- E. No increments or other salary increases will be provided to employees between the time this contract expires and when a new one is ratified.

## **III. TYPE OF CONTRACT**

The Board and BTASA agree that all existing administrative positions will be contracted for 12 (twelve) months.

## **IV. DEFINITION OF SCHOOL YEAR**

The school year for administrators will begin on July 1 and end on June 30. The normal work day and work week shall be as follows:

1. Summer hours shall be in effect from the first full five day work week in July (excluding holidays) through the last full five day work week in August and shall be consistent with the contract (holidays included) of the twelve month clerical staff, not to exceed 32 hours per week.
2. Hours for the remainder of the school year shall coincide with the hours of the school assigned, unless authorized differently by the Superintendent, but shall be no less than eight hours per day and shall include all holidays given to other certificated staff.

## **V. PRO-RATING**

The salary of an administrator who may begin his/her annual employment subsequent to July 1, or who may begin his/her employment prior to June 30, will be compensated by determining his/her annual salary and dividing that amount by 1/260.

## **VI. SALARIES**

The salary paid to an administrator is determined utilizing Schedule A and is for all services rendered on behalf of the Board including, but not limited to, activities that occur after school and on weekends.

Any administrator assigned for more than 30 consecutive school days to cover the duties of another administrator which position warrants a higher position, additional compensation (as outlined in Schedule A), shall be paid the proportional higher additional compensation amount on a prorated basis for time fulfilling such position.

The base salary costs of \$4,577,482 for the 2016-2017 school year will generate a 2.25% increase in the base salary costs for the 2017-2018 school year. The base salary costs for the 2017-2018 school year will generate a 2.25% increase in the base salary costs for the 2018-2019 school year. The base salary costs for the 2018-2019 school year will generate a 2.25% increase in the base salary costs for the 2019-2020 school year. All increases are considered "across the board" wage increases on the employees' base salaries. During the term of this agreement new hires to the positions covered by this agreement will be placed within the range utilizing Schedule A.

## **VII. GRIEVANCE PROCEDURE**

### **A. Definition**

A "Grievance" in New Jersey will mean a formal complaint that a dispute exists concerning the "interpretation, application or violation of policies, agreements and administrative decisions" affecting the terms and conditions of public employment. Terms and conditions are those "matters which intimately and directly affect the work and welfare of public employees and on which a negotiated agreement would not significantly interfere with the exercise of inherent managerial prerogatives pertaining to the determination of governmental policy." A grievance does not apply to any matter which (1) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (2) a complaint of a non-tenure administrator which arises by reason of his/her not being re-employed or (3) a complaint by any certified personnel occasioned by appointment to, or lack of appointment to, retention in any position for which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated by the employee within twenty (20) calendar days of its occurrence or within twenty (20) calendar days after the employee would reasonably be expected to know of its occurrence. Matters that are grievable will be set forth herein under grievance procedure.

## B. Conditions

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any step of this procedure.
2. Failure at any step of this procedure to communicate the decision to the Grievant within the specified time limits will permit the aggrieved 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 limit will be deemed to be acceptance of the decision at that step.
3. It is understood that the Grievant will, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board of Education until such grievance and any effect thereof will have been fully determined.
4. A grievant will have the right to present his/her own grievance or to designate a representative to appear with him/her at any step of the appeal.
5. The Grievance Forms accepted by the Association and Board of Education will be used when filing grievances.
6. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. The Association will have the right to be present at all stages of the grievance procedure.
7. Alleged violations of policies and administrative decisions affecting terms and conditions of employment will stop at Board level.
8. Alleged violations of statutes and State Rules and Regulations affecting terms and conditions of employment would go through the Commissioner, State Board of Education, or other appropriate administrative agencies.
9. The arbitrator will be limited to the issues submitted and will consider nothing else. The arbitrator can add nothing to, or subtract anything from, the agreement between the parties.

## C. Grievance Procedure

1. Disputes over the alleged incorrect interpretation, application or violation of Board policies setting terms and conditions of employment will begin at the superintendent's level. (Step 1)
2. Disputes over the alleged incorrect interpretation, application or violation of administrative decisions setting terms and conditions of employment, will begin at the superintendent's level. (Step 1)
3. The only grievances which may be arbitrated are those based upon an allegation that there has been a violation of the express written terms of this local negotiated agreement.

#### 4. Step One (Superintendent of Schools)

The grievant will present to the Superintendent a written brief setting forth all pertinent details of the dispute. It will contain the specific sections or clauses of this agreement alleged violated.

The superintendent will have ten (10) school days in which to communicate to the grievant, in writing, his decision in the matter.

#### Step Two (Board of Education)

If the grievant is not satisfied with the decision rendered, or if no decision has been rendered within the specified time, the grievant may, within ten (10) school days, appeal to the next step, the Board of Education. After receipt of the grievant's appeal, the Board will have two (2) school days after the next regular Board of Education meeting in which to communicate to the grievant in writing its decision in the matter.

#### Step Three (Arbitration)

If the grievant is not satisfied with the decision rendered, or if no decision has been rendered within specified time, the grievant may, within twenty (20) school days, appeal to the next step, arbitration. Such action will be initiated by notification in writing to the Board.

#### 5. Arbitrator's Procedure and Costs

- a. Within ten (10) school days after such written notice or submission to arbitration, the Board and the BTASA agree to submit the grievance to the American Arbitration Association and abide by their rules and regulations.
- b. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law, or which violates the terms of this agreement.
- c. The costs for the services of the arbitrator, including the per diem expenses, if any, and actual necessary travel and subsistence expenses will be borne equally by the BTASA and the Board. Any other expenses incurred will be borne by the party or parties incurring same.

### **VIII. NO STRIKE CLAUSE**

It is agreed that, grievance machinery being available for the orderly settlement of disputes, there will be no strike, job action, slow down or similar activity by the BTASA or its members designed to impede or obstruct the normal, orderly operations of the schools.

### **IX. ROLE OF ADMINISTRATORS IN A STRIKE OF OTHER SCHOOL EMPLOYEES**

It will be the responsibility of the administrators to keep school open when directed during a strike. This responsibility will include involvement in staffing, scheduling, safety measures, supervision of instruction, pupil control, verification of attendance, and other such measures necessary for the continuance of the educational program.

## **X. EVALUATIONS**

All administrators will be evaluated in accordance with current State law.

## **XI. MEETINGS WITH THE SUPERINTENDENT**

- A. Superintendent, president and vice president of the BTASA will meet every month for the purpose of discussing matters of mutual concern, except in cases of emergency. Both parties, by mutual consent, after discussion, may invite resource persons.
- B. Meetings may be requested by either party and must be held within ten (10) days of the request.
- C. Items for the agenda of said meeting will come from both parties.
- D. Whenever practical, printed agendas will be distributed to all persons eligible to attend said meeting at least twenty-four (24) hours in advance of the meeting.

## **XII. ADMINISTRATORS IN NEGOTIATIONS**

Administrators will not participate as active negotiators for the Board in the latter's negotiations with other bargaining units. However, they may serve as resource persons as required.

## **XIII. IN-SERVICE EDUCATION**

The Board shall annually pay each administrators NJPSA Premier Active membership.

## **XIV. EXPENSES AND TRAVEL**

When automobile use is necessary only for travel outside the District for business, the Board shall reimburse the administrator for all tolls, parking fees, and mileage expenses at the rates established by applicable State law as may be amended from time to time.

## **XV. SICK LEAVE**

- A. It is agreed that administrators will be allowed sick leave of fourteen (14) days per year.
- B. It is further agreed that unused sick leave will be cumulative without limit from year to year.
- C. Payment for unused sick leave:
  - 1. To be eligible for payment, administrators must be tenured.
  - 2. Tenured employees who retire according to the provisions of the Pension and Annuity Fund must notify the Board of the intention to retire a minimum of ninety (90) days prior to the effective date of the retirement.

### 3. Sick Leave Accrued/Payout

- a. At the time of retirement, BTASA members with ten (10) years of consecutive experience as an Administrator in the Brick Township School District, will receive one (1) day for every four (4) sick days.
- b. Payouts upon retirement cannot exceed the greater of \$20,000 or the amount accrued and earned as of June 30, 2010, not to exceed \$75,000, for administrators hired as an administrator prior to June 30, 2010. All administrators hired as an administrator on or after July 1, 2010 will not exceed \$15,000.
- c. Newly hired administrators may be granted the ability to carry sick leave over from their previous district, as negotiated independently. Carryover days will not be eligible for the payout as outlined above.

## **XVI. TEMPORARY LEAVE**

### **FMLA/NJFLA**

1. In the case of any leave because of (1) the birth and care of the employee's child, or (2) the placement of a child with the employee for adoption or foster care, or (3) in order to care for the spouse (including Civil Union Partner), child or parent of the employee if the spouse, child or parent has a serious health condition, said employee may use, to the extent that it exists, accrued paid leave, such as vacation days, prior to or following the utilization of leave under the Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act. Sick days shall only be used for personal illness, pursuant to N.J.S.A. 18A:30-2.
2. In the case of any leave due to the serious health condition of the employee that prevents the employee from performing the functions of his/her job, said employee may use, to the extent that it exists, accrued paid leave, such as sick leave days, prior to or following the utilization of leave under the Federal Family and Medical Leave Act.

### **DEATH IN THE FAMILY**

1. An administrator may be allowed a maximum of four (4) days absence in one year, with full pay, for each death in the immediate family. The immediate family shall be a spouse, civil union partner, a parent, a child, a sister, a brother, an in-law, a grandparent, grandchild, or any person standing in loco parentis. These days must be used within four weeks after the death of the family member. Proper documentation must be provided to Human Resources.
2. In case of the death of a relative of the second degree, absence of one (1) full day may be allowed with full pay. Such relatives shall be an aunt, an uncle, a nephew, a niece, or a first cousin.

## XVII. INSURANCE AND HOSPITALIZATION

A. The Board shall pay the full premium of insurance protection for each administrator and his/her family (including civil union partners) which insurance shall include medical insurance, dental insurance and a prescription plan, all of which are subject to the following conditions:

1. During the life of the successor collective bargaining agreement, (July 1, 2017 to June 30, 2020), each employee electing coverage shall contribute in accordance with Year 4 requirements as set forth in P.L. 2011, Chapter 78. This contribution shall be withheld from the respective employee's paycheck on a prorated basis.
2. If the contribution requirements of P.L. 2011, Chapter 78 change during the life of the successor collective bargaining agreement, and if those changes require the Board to amend the contribution levels from Year 4 during the life of the successor collective bargaining agreement, the Board will comply with the applicable law as amended. Otherwise, Year 4 contributions will be in effect for the life of the successor collective bargaining agreement.
3. The medical insurance plan offered is to be the Direct 15 Plan Modified as offered by Horizon Blue Cross/Blue Shield with all requirements of that Direct 15 Plan Modified.

The Board may offer other less costly plans for employees to select from provided the District 15 Plan Modified is maintained and offered.

4. The Board has the option of enrolling in the State Educators Health Benefits Plan ("State Plan") during the life of the successor collective bargaining agreement. If the State Plan is elected, the coverage offered to and provided eligible members shall be in compliance with the rules and regulations of the State Plan. If the Board chooses to move to the State Plan or another insurance carrier, coverage must be equal to or better than the existing Direct 15 Modified coverage.
5. The Prescription plan offered by the Board shall be a co-pay plan. The following Utilization Management ("UM") shall be applied to all eligible medications:

DAW 2 Dispense As Written (mandatory generics) – requires the member to pay the difference in cost between the generic and brand-name drug as well as the brand-name copay in a situation where the member chooses a brand-name medication when a generic medication is available.

Home Delivery Maintenance – Long term maintenance medications shall be filled via mail order. Up to sixty (60) days of medication can be received at a retail pharmacy for long term maintenance medications but thereafter the medication must be filled through the mail service and will be denied at retail (3<sup>rd</sup> fill).

Expanded Prior Authorization – Requires certain high cost and complex medications to be pre-certified to ensure clinical appropriateness before a script is filled.



Step Therapy – A clinical quality feature that ensures members utilize medications in appropriate clinical order to ensure safety, quality and cost management.

Drug Quantity Management (DQM) – A program that aligns dispensing limits to FDA approved dosage guidelines and other supportive medical evidence.

The schedule for Pharmacy Co-payments for eligible medications is as follows:

1. For eligible medications obtained at a network retail pharmacy, members shall pay one full co-payment for each 30-day supply as follows:

Generic Medications \$5  
Preferred Medications \$20  
Non Preferred Medications \$35

2. For eligible medications received through the network mail order service, members shall pay one full co-payment for each 90-day supply as follows:

Generic Medications \$5  
Preferred Medications \$30  
Non Preferred Medications \$50

3. For eligible specialty medications received through the network specialty pharmacy, members shall pay one full co-payment for each 30-day supply as follows:

Generic Medications \$15  
Preferred Medications \$60  
Non Preferred Medications \$105

- B. If offered by the Board, eligible administrators may request a waiver of insurance protection. If a waiver of insurance protection is granted by the Board, payment in lieu of insurance protection will be made annually to the employee as follows, unless said amounts are in excess of the maximum amount permitted by state law in which case the state law maximums shall be what is provided:

Health Care Insurance	\$3,000
Dental Insurance	\$ 500
Prescription Plan	\$1,000

Waiver of health insurance coverage will require proof of health care insurance elsewhere. Employees who waive coverage for a partial year will be paid in lieu on a pro-rata basis. Payments of the waived amounts will be made with the final paycheck of the school year.

Any Administrator that chooses a waiver of insurance on or after July 1, 2017 (was not electing a waiver of insurance as of June 30, 2017) will only receive an opt-out payment if the result of the opt-out is that the board is not providing any health insurance coverage, treatment or services for the member's immediate family. If a member's spouse or civil union partner is employed in the district and is eligible for health benefits, only the employee with the lower salary may opt out.

- C. Upon the permanent separation from employment of any employee who has been covered under the Board's health-care plans, any payments which had been provided on the employee's behalf by the Board shall cease immediately following the employee's last day on the payroll. The coverage shall also immediately be terminated unless the employee has arranged prior thereto for its continuation, consistent with his/her rights, if any, under law.
- D. The Board reserves the right to select the appropriate insurance carrier(s) for all Medical, Prescription and Dental coverages..
- E. All insurance plans mentioned in this Article will be continued by the Board while an employee is utilizing FMLA/NJFLA in accordance with Article XVI.
- F. The Board shall provide dental insurance plan options with varying levels of coverage that the employees may elect to enroll in. At a minimum, the dental insurance plans offered as of June 30, 2017 will continue to be offered during this agreement.

**XVIII. TAX-SHELTERED ANNUITY PLAN**

It is agreed that the Board will adopt and administer tax-sheltered annuity plans.

**XIX. PAYROLL**

When a pay day falls on or during a school holiday or weekend, administrators shall receive their pay checks on the last previous work day. All BTASA members shall utilize direct deposit for the receipt of their paychecks.

**XX. VACATIONS**

Vacation days will be granted, on July 1 and be available for immediate use. Any days not used during the school year will remain in the administrator's vacation day bank. On June 30 of each year administrators shall not have an accumulated total of banked vacation days greater than those granted per year as listed below. Any administrator who has accumulated a bank of days greater than the amount of days noted below may request approval of the Superintendent to carry-over days to be used during the next school year.

Vacation days will be earned based upon time worked and credited to the administrators vacation day bank monthly, on basis of number of days eligible (as outlined in A. below) divided by 12 months. Days credited will be available for use immediately thereafter. When a proration of days calculation is needed, and the calculation does not produce an even number, then the number will be rounded down to either .5 for any number above .5, or down to the nearest whole number for any number below .5. The fraction of days earned will be credited to the administrators vacation day bank on June 30th of each year. Upon separation from employment, administrators will be paid at their then current per diem rate for any earned but unused vacation days.

- A. Administrators will receive paid vacation days for years of service as an administrator in Brick Township Schools as follows:

Years	Paid Vacation Days
1 – 2.....	13
3 – 4.....	18
5 or more.....	25

For the initial year as an administrator to count as one year, the administrator will have to have worked more than 100 days as an administrator in the Brick Township Schools.

B. Upon separation from the district, no administrator will be allowed to have a bank of days accumulated greater than the amount as indicated in section A. above.

## **XXI. TUITION REIMBURSEMENT**

The Board recognizes that educational advancement of its Administrators is in the best interest of the students and citizens of Brick Township. The Board will budget \$20,000 per year for the 2018-2019 & 2019-2020 school years for the purpose of aiding Administrators in pursuing a Doctoral Degree Program.

### **Application Process**

Members who wish to apply for reimbursement must submit their request to the Superintendent by September 30<sup>th</sup> of the year prior to the year they wish to begin the program. The reimbursement request will include university documentation stating the annual program cost.

### **Award Process**

No member will receive more than 50% of their total tuition costs for the year.

### **Reimbursement Process**

Members who are approved for tuition reimbursement will be reimbursed at the completion of each university semester by submitting the following to the business office:

1. A copy of their semester tuition bill identifying proof of payment.
2. A copy of their semester grade report identifying successful completion of the approved coursework.

Reimbursement checks will be issued after receiving approval at the Board meeting following submission of the required documentation.

### **Member Commitment**

Members who accept tuition reimbursement from the district agree to commit to remaining in employment of the Brick Township Board of Education for a period of five (5) school years.

If a member separates from the district by their own choosing, they shall be required to repay the received amount, less a 20% reduction of the total amount per school year.

## **XXII. MISCELLANEOUS**

It is the full intent of the Brick Township Association of School Administrators and the Brick Township Board of Education that the language of the Agreement will in no way conflict with any statute(s) or court decision(s). Should any aspect of the Agreement conflict with any statute(s) or court decision(s), that aspect will be null and void, non-enforceable, and removed from this agreement.

SCHEDULE A

The following amounts of additional compensation will be added to the base salary of the employee based on the appropriate educational level attained and the position being fulfilled:

2017-2020

\$1,000 MA+15  
\$2,000 MA+30  
\$3,000 MA+45  
\$4,000 DOCTOR

2017-2018

\$9,225 DISTRICT DIRECTORS  
\$12,725 PRINCIPAL HIGH SCHOOL  
\$8,725 PRINCIPAL MIDDLE SCHOOL  
\$7,225 PRINCIPAL ELEMENTARY SCHOOL  
  
\$7,225 SCHOOL LEVEL  
  
\$3,725 ASSISTANT PRINCIPAL HIGH SCHOOL  
\$2,725 ASSISTANT PRINCIPAL MIDDLE SCHOOL  
\$1,787 ASSISTANT PRINCIPAL ELEMENTARY SCHOOL  
  
\$1,225 SUPERVISORS OF CURRICULUM AND INSTRUCTION

2018-2019

\$11,225 DISTRICT DIRECTORS  
\$12,725 PRINCIPAL HIGH SCHOOL  
\$8,725 PRINCIPAL MIDDLE SCHOOL  
\$7,225 PRINCIPAL ELEMENTARY SCHOOL  
  
\$7,225 SCHOOL LEVEL DIRECTORS  
  
\$3,725 ASSISTANT PRINCIPAL HIGH SCHOOL  
\$2,725 ASSISTANT PRINCIPAL MIDDLE SCHOOL  
\$1,787 ASSISTANT PRINCIPAL ELEMENTARY SCHOOL  
  
\$1,225 SUPERVISORS OF CURRICULUM AND INSTRUCTION

2019-2020

\$13,225 DISTRICT DIRECTORS  
\$12,725 PRINCIPAL HIGH SCHOOL  
\$8,725 PRINCIPAL MIDDLE SCHOOL  
\$7,225 PRINCIPAL ELEMENTARY SCHOOL  
  
\$7,225 SCHOOL LEVEL DIRECTORS

\$3,725 ASSISTANT PRINCIPAL HIGH SCHOOL  
\$2,725 ASSISTANT PRINCIPAL MIDDLE SCHOOL  
\$1,787 ASSISTANT PRINCIPAL ELEMENTARY SCHOOL

\$1,225 SUPERVISORS OF CURRICULUM AND INSTRUCTION

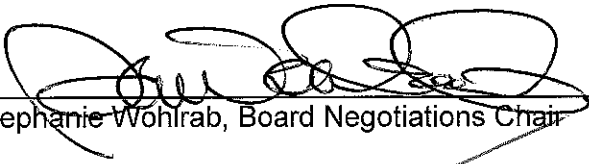
**Note:** Salary of \$160,000.00. There is a salary of \$160,000.00 that is applicable to only one (1) employee in the BTASA. The salary of \$160,000.00 for this one (1) employee shall be frozen (i.e. remain exactly the same amount) for the duration of this agreement.

Newly hired Administrators shall be hired with a base salary within the following ranges:

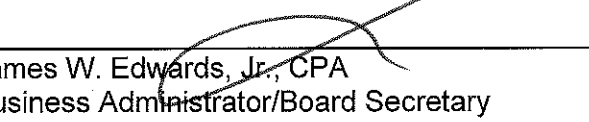
District Directors	\$107,000 - \$145,000
Principals	\$117,000 - \$145,000
Assistant Principals	\$ 96,000 - \$135,000
Directors	\$ 96,000 - \$135,000
Supervisors	\$ 96,000 - \$135,000

**IN WITNESS WHEREOF**, the parties hereto have caused this Master Agreement to be signed by their respective presidents and the BTASA negotiating committee chairman and attested by their respective representatives.

**FOR THE BRICK TOWNSHIP BOARD OF EDUCATION**

  
\_\_\_\_\_  
Stephanie Wohlrab, Board Negotiations Chair

5/11/17  
DATE


  
\_\_\_\_\_  
James W. Edwards, Jr., CPA  
Business Administrator/Board Secretary

5/11/17  
DATE

**FOR THE BRICK TOWNSHIP ASSOCIATION OF SCHOOL ADMINISTRATORS**

  
\_\_\_\_\_  
William Kleissler  
President – Negotiating Committee Chair

5/17/17  
DATE

  
\_\_\_\_\_  
Patricia Lorusso  
Ex-Officio

5/17/17  
DATE