

AGREEMENT
July 1, 2008 – June 30, 2011

between
the

BOARD OF EDUCATION

of the

TOMS RIVER SCHOOLS

and the

ADMINISTRATIVE AND SUPERVISORY
COUNCIL

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ARTICLE 1 – RECOGNITION

A. The Toms River Board of Education (hereinafter referred to as the Board) recognizes the Administrative and Supervisory Council of Toms River (hereinafter referred to as Council) as the official and exclusive bargaining agent for collective negotiations concerning salaries and conditions of work for the following groups within the school district:

All duly appointed:

Principals
Director of Student Services – Int. Level/Curriculum 6-12
Director of Student Services – HS Level
Director of Funded Programs/District Test Coordinator
Assistant Principals
Supervisors
District Supervisor of Technology
District Supervisor of Technology Projects/Athletics
District Supervisor of Special Services
District Supervisor of Funded Programs/Testing

ARTICLE 2 – TERMS OF AGREEMENT

A. It is agreed that the contract shall be in effect from July 1, 2008 to June 30, 2011.

B. It is further agreed that, subsequent to June 30, 2011, the provisions of this contract shall 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 Council.

C. All provisions of this agreement shall take effect on July 1, 2008.

ARTICLE 3 –TYPE OF CONTRACT

A. The Board and Council agree that all Council members in their present position on July 1, 1978 will have twelve (12) month contracts – July 1 – June 30. The Board is permitted to hire new personnel on other than a twelve (12) month contract after July 1, 1978.

ARTICLE 4 – DEFINITION OF SCHOOL YEAR

A. The school year for Council members, with twelve (12) month contract, shall begin on July 1, and end on the June 30 following, and shall include fifteen (15) vacation days and such holidays throughout the year as enjoyed by teachers in the Toms River Schools.

1. Members who held 12-month contracts prior to July 1, 2002, are entitled to twenty (20) days vacation.
2. Members with six (6) years or less in the Council, who became twelve (12) month employees as of July 1, 2002, are entitled to fifteen (15) vacation days.
3. Members with more than six (6) years in the Council, who became twelve (12) month employees as of July 1, 2002, are entitled to an additional five (5) days vacation, for a total of twenty (20) days.
4. The allocation of eleven (11) month positions in the future will be at the determination of the Superintendent or his designee. Allocation of the 11th month shall be reasonable.

B. Administrative and Supervisory Council members may take five (5) days consecutive days vacation while school is in session. An additional five (5) days can be taken during the school year at those times that do not precede or follow a long weekend or vacation or holiday period. These days cannot be taken consecutively. All vacation time is subject to advance approval by the Superintendent or his designee.

C. Council members with less than one (1) year service shall be entitled to a pro-rated vacation schedule based on the number of months of employment, whether it be in fully appointed or acting capacity. The calculation of said vacation days will be based upon fifteen (15) per year.

ARTICLE 5 – GRIEVANCE PROCEDURE

It is agreed that there will be in effect a grievance procedure as described in the following paragraphs:

A. A grievance shall be defined as a violation of the Agreement between the Council and the Toms River Board of Education or application of a Board policy in that it deleteriously affects substantive terms and conditions of employment.

B. A grievance shall not apply to any matter for which a method of review is prescribed by law or by State Board rule having the effect of law; nor shall it apply where the Board of Education is without authority to act.

C. A grievance to be considered under this procedure must be initiated by the Council within thirty (30) calendar days of its occurrence.

D. Procedure:

1. A written document from the Council Secretary will be presented to the Superintendent or his designee stating the alleged violation. The Superintendent or his designee will call an informal meeting, within ten (10) working days to resolve the matter. If the matter cannot be resolved or if the Superintendent fails to act within the ten (10) days, the council will proceed to the next step.

2. A written grievance will be filed with Board Secretary. The document will contain (1) a written reply from the Superintendent indicating his position on the matter, and (2) a copy of the original document stating the alleged violation. The matter will then be placed on the agenda and a decision reached by the Board at its next regularly scheduled meeting following receipt of the grievance. This decision to be communicated in writing to the Council within five (5) days following the meeting.

E. Conditions

1. The grievance machinery being available for the orderly settlement of differences obviates the need for strikes or other actions which would impede the education of the child in the classroom.

2. During the pending of any grievance, the members shall continue to observe all assignments, applicable rules, and regulations of the Board until such grievance and any effect thereof shall have been determined.

ARTICLE 6 – STAFFING

A. It is agreed that all requests for additional administrative staffing shall receive serious consideration by the Superintendent and Board upon presentation.

ARTICLE 7 – MEETINGS WITH THE BOARD

The Board, Superintendent and Council shall meet periodically for the purpose of discussing educational matters. All requests for these meetings shall be made through the Superintendent of Schools.

ARTICLE 8 – ROLE OF MEMBERS OF THE COUNCIL

Representatives of the Administrative and Supervisory Council of the Toms River School system appointed by said Council shall be included in the discussion of the negotiated teachers' agreement when such agreement involves administrative responsibilities.

ARTICLE 9 – COURSE REIMBURSEMENT

A. Reimbursement for the tuition of graduate courses taken and approved in advance by the Superintendent shall be made by the Board of Education. Graduate course work that is successfully completed (grade C or better) will be reimbursed by the school district up to a maximum reimbursement of no more than one hundred sixty (\$160.00) dollars per college credit for the duration of the agreement.

B. All costs for matriculation, college fees, books, materials and travel shall be borne by the Council Member with no reimbursement from the Board.

C. Maximum entitlement for reimbursement shall be nine (9) credits per year including summer semester.

D. An annual stipend of six hundred dollars (\$600.00) will be paid to any member who participates in the voluntary Black Seal License program.

ARTICLE 10 – PROFESSIONAL GROWTH

A. Costs for participating in seminars, workshops, convocations, conferences and conventions, as may be incurred by administrators, and with prior Board approval, shall be borne by the Board of Education.

B. Reimbursement for out-of-district travel by administrators shall be in accordance with Board of Education policies, or at the State OMB Travel Circular mileage reimbursement rate per mile for travel accomplished by private automobile.

C. Tolls and fees shall be fully reimbursed where incurred.

D. It is agreed that per diem expenses incurred as a result of conventions, workshops, seminars, etc. for professional reasons, undertaken with approval by the Board, shall be reimbursed according to Board of Education policies.

Per diem expenses shall be defined as those incurred for board and incidental expenses. Per diem shall not include expenses incurred for travel on a commercial

carrier or by private car, registration fees or other expenses such as banquets, receptions, or scholarships whose costs include a provision for financing the total program.

E. Professional Growth Guidelines:

1. Definition: Professional Growth will be defined as an approved seminar or workshop specifically designed for staff development to enhance an individual's expertise beyond that which is a part of their job description,

2. The experiences must specifically relate to an individual's present assignment or a change of assignment for the following school year.

3. Contract Hour: A contract hour is a single classroom session for a minimum of sixty minutes with a qualified instructor, requiring active participation by the participants. Beyond the first hour, additional compensation will accrue by half hour increments. Designated meal times will not be considered for compensation.

4. Reimbursement Rate: Reimbursement will be at the rate of \$36.00 per hour for a maximum of \$1,081.00 per contract year per participant.

ARTICLE 11 – SICK LEAVE

A. All Council members employed shall be entitled to sick leave days at the accumulative rate of one (1) day per month of employment for each school year.

B. It is further agreed that such sick leave as may be unused shall be accumulative without limit from year to year.

C. For the duration of this Agreement, upon retirement and after (20) years of service in the district, unused sick leave will be compensated for each day of accumulated sick leave, at the per diem rate, to a maximum of one hundred and thirty (130) days. Conditioned that the pay-out by the Board be prorated over a period of not less than five (5) years from the retirement date. (One day = 1/240 of annual salary). Eleven (11) month contracts, one (1) day = 1/220 of annual salary, to a maximum of one hundred sixty-five (165) days.

D. It is understood, that if the Board of Education grants additional sick days to a requesting staff member because of compelling circumstances, that said days are being loaned to the staff member. If the staff member is able to return to work and begins to accumulate new and additional sick days, said "loaned" sick days will be returned to the Board of Education at a rate of three (3) days per year.

ARTICLE 12 – TEMPORARY LEAVE

A. Council members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year and such days of temporary leave must be taken as either one-half (1/2) or one (1) full school day.

1. Council members are entitled to three (3) days personal non-accumulative leave, subject to advance notice and approval secured from the Superintendent.

Personal leave means an activity that requires the Council member's presence during the school day and is of such a nature that it cannot be attended to when schools are not in session.

Only one (1) of the three (3) personal leave days may be taken immediately prior to or immediately after a holiday or vacation. Any exception must be requested in writing to the Superintendent or his designee and must have written approval.

2. Up to five (5) school days at any one time shall be granted to Council members in the event of death of a Council member's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or any person with whom the Council member has made his home, and any other member of the immediate household.

3. In the case of the death of a near relative, defined as first cousin, uncle, aunt, niece, or nephew, there shall be no deduction in the salary for absence on the date of the funeral subject to advance notice and approval of the Superintendent.

4. Any other leave of absence granted by the Board may be without pay.

5. No leave of absence with pay shall be granted due to the requirements of a second job.

6. Professional leave for such purposes as attending meetings, seminars and visiting other schools may be granted.

Professional leave decisions will rest with the Superintendent of Schools and the Board of Education. Professional leave decisions will not be subject to arbitration.

7. If a Council member is subpoenaed by court of law to appear on behalf of the Board, such Council member shall do so without loss of pay.

8. For the purpose of retirement, unused personal days shall be treated as sick days in making the calculation.

ARTICLE 13 – SABBATICAL LEAVE

A. Sabbatical Leave shall be available to all members of the Council. Such leave shall be determined and governed by the following regulations:

1. The number of professionals eligible for Sabbatical Leave shall be limited to one (1) member of the Council.

2. Sabbatical leave shall be granted for a full-contractual year at half salary. All fringe benefits, state retirement funds, and other usual deductions shall be continued during the person's Sabbatical Leave and will be matched with Board funds as required by Statute.

3. For consideration of Sabbatical Leave, an applicant must be a professional employee of the Board of Education for seven (7) consecutive years and must have tenure in his job category.

4. For consideration of Sabbatical Leave, and applicant must submit in writing a rationale describing the purpose of the Leave.

5. For consideration of Sabbatical Leave, an applicant agrees to return to his regular employment in the Toms River Schools for a period of at least two (2) contractual years.

6. All applicants for Sabbatical Leave will be screened by a joint committee consisting of one member of the Board of Education, the Superintendent of Schools or his designee, and one member of the Administrative and Supervisory Council. Said committee shall be established no later than September 15th of each school year.

7. Upon completion of Sabbatical Leave, the recipient shall be required to submit an evaluation of his experience to all groups represented in the Screening Committee. The evaluation shall include indications of how the leave has been beneficial to his or her professional growth and its implications for the Toms River Schools.

ARTICLE 14 – INSURANCE MEDICAL

A. As of the beginning of the July 1, 2008 school year, the Board, after agreement with the Council regarding appropriate insurance carrier, shall provide the health-care protection designated below. The Board shall pay the full premium for each Council member and in cases where appropriate for family plan insurance coverage.

1. For each Council member who remains in the employ of the Board for the full year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve month period commencing July 1st and ending June 30th; when necessary, premiums in behalf of the Council member shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
2. Provision of the health-care program shall be detailed in master policies in accordance with the rules of the carrier, as agreed upon between the Board and the Health Care Provider and shall include:
 - a. Eligibility – Effective Date
 - b. Important Information About Your Medical Plan
 - c. Health Maintenance Organization
 - d. Hospital Benefits
 - e. Skilled Nursing Facility Benefits
 - f. Surgical Benefits
 - g. Second Opinion Surgical Benefits
 - h. Anesthesia Benefits
 - i. Assistant Surgeon Benefits
 - j. Doctor’s Attendance Benefits
 - k. Laboratory and X-Ray Benefits
 - l. Radiotherapy Benefits
 - m. Prescription Drug Benefits
 - n. Emergency Accident Benefits
 - o. Major Medical Benefits
 - p. Medical Conversion Privilege
 - q. General Limitations
 - r. Medicare Eligibles
 - s. Coordination of Benefits
 - t. Payment of Benefits
 - u. Termination of Insurance
 - v. Benefits Extension
 - w. Accident and Health Provisions

1. Prescription Plan - \$5.00 co-pay for generic drugs and \$10.00 for name brands.

2. Dental Plan – no deductible.

3. Optical – Family plan, \$10.00 co-pay to cover the annual costs of eye examinations, lenses and frames.

The Toms River Board of Education and the council agree that the Board has the latitude to investigate and implement alternative carriers for prescription drugs, dental and major medical carriers to provide that all benefits and acceptability remain equal or better.

B. The Board and the Council shall provide to each Council member a description of the health-care insurance coverage provided under this Article, no later than the beginning of the 2008 school year, which shall include a clear description of conditions and limits of coverage as listed above.

C. The Board of Education shall provide the opportunity for Council members, at retirement, to participate in all health and medical plans at the group rate, by advance payment and subject to the approval of the carrier.

ARTICLE 15 – PROMOTION POLICY

When a member of the Council is promoted to a higher job category, he is entitled to at least the starting step of the new job category. In all cases he is at least entitled to a minimum of .01 increase in his salary at the time of the promotion – temporary or permanent.

ARTICLE 16 – PAYROLL DEDUCTIONS

A. The Board agrees to deduct from the salary of its Council members dues for the New Jersey Principals and Supervisors Association, National Association of Elementary and Secondary Principals Association, and the Association for Supervision and Curriculum Development or any one or any combination of such Associations as said Council members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws, 1967 (NJSA51:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the membership chairperson of the Administrative and Supervisory Council of the Toms River Schools by the 15th of each month following the monthly pay period in which deductions were made. The Council membership chairperson shall disburse such monies to the appropriate Association or Associations. Council members’ authorization shall be in writing in the form set forth below:

Authorization
To Deduct Council Membership Dues

Name

Soc. Sec. No.

School Building

District

To: Disbursing Officer Toms River Regional Board of Education:

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide the payment of those yearly membership dues as certified by the organization indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1st and July 1st next succeeding the date of which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the governing board and all of its officers from liability therefore.

I designate the Administrative and Supervisory Council to receive dues and distribute according to the organization(s) indicated:

New Jersey Principals and Supervisors Association
National Association of Elementary and Secondary Principals
Association
The Association for Supervision and Curriculum

2. Each of the Associations named above shall certify to the Board in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of said change.

3. Additional authorization for dues deduction may be received after August 1st under rules established by the State Department of Education.
4. The filing of notice of a Council member's withdrawal shall be prior to December 1st and June 1st and become effective to halt deductions as of January 1st and July 1st next succeeding the date on which notice of withdrawal is filed.

B. The Board agrees to deduct from the Council member's salaries money for the MON-OC Federal Teachers Credit Union. Any Council member may have such deduction discontinued or modified at any time upon sixty (60) days written notice to the Board.

ARTICLE 17 – REPRESENTATION FEE

A. A representation fee of eighty-five (85%) percent of current dues for the Toms River Administrative and Supervisory Association will be deducted from the salaries of all non-dues paying members and deposited with the T.R.A.S.A.'s Treasurer. A statement shall be submitted to the Board on or before September 1st, indicating Council personnel who are designated as non-members.

ARTICLE 18 – SALARY COMPUTATIONS

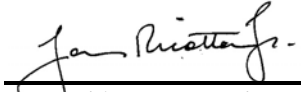
A. Salary paychecks will be issued every two weeks. In the event that schools are closed on regularly scheduled payday, paychecks will be issued on the last day on which schools are in session.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011.

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, all on the day and year first above written.

FOR THE COUNCIL:



Its President, James Ricotta, Jr.

FOR THE BOARD



Its President, Betty Vasil



Its Secretary, Wendy L. Saxton

FOR 2008-2011 DURATION OF AGREEMENT:

All unit members who are appointed to positions requiring a principal's endorsement are required to complete the mentoring/residency requirement mandated by the State Department of Education. This applies to both individuals who are seeking provisional certification and those individuals who acquired a standard principal endorsement prior to September 1, 1990, but have not served yet in a position requiring the principal endorsement.

The selected members will assume payment for their mentoring/residency fees.

All Unit employees shall receive a full salary adjustment of three thousand five hundred dollars above their respective base salary for each year of the three year agreement. The amount of said adjustment shall be inclusive of any guide step increment amount which would otherwise have been applicable but exclusive of any adjustment of advancement to Doctorate Degree Level or for additional accumulation of Toms River District Longevity (see guide for exception for District Supervisors).

Unit employees reassigned to other positions within the Administrative and Supervisory Council Unit shall receive adjusted salaries based on their appropriate placement on the 2007-2008 starting salary guide and adjusted according to the provisions of this Article.

Salaries for new Administrative and Supervisory Council Unit members for the duration of this agreement will be decided by mutual agreement and can not be less than the base starting salary.

Salaries of employees transferred into the Unit from non-unit positions or first employed in an Administrative and Supervisory Council Unit position July 1, 2008 or thereafter, during the term of this Agreement, shall be the starting salary for each position as stated in the contract plus additional amounts as provided under this article.

**Administrative & Supervisory Council Salary Guide
2008-2009
12 Month Salary**

Level	High School Principal & District Supervisor	Intermediate School Principal	Elementary School Principal	High School Asst. Principal	Intermediate Assistant Principal	Elementary Assistant Principal	Supervisor of Instruction
01	\$108,000	\$106,000	\$104,000	\$95,000	\$94,000	\$92,500	\$92,000
02	111,500	109,500	107,500	98,500	97,500	96,000	95,500
03	115,000	113,000	111,000	102,000	101,000	99,500	99,000
04	118,500	116,500	114,500	105,500	104,500	103,000	102,500
05	122,000	120,000	118,000	109,000	108,000	106,500	106,000
06	125,500	123,500	121,500	112,500	111,500	110,000	109,500

OFF Guide +\$3,500 over 2007-2008 Base Salary

Stipends for Degree Level:* **Stipend for Voluntary Black Seal License Program:*** + \$600

Master's Degree +30 + \$800
 Doctorate Degree + \$1,000

Stipends for TRS Longevity:*

End of 5 years + \$200
 End of 15 years + \$300
 End of 20 years + \$400

* District Supervisors are exempt from these Stipends. Salary Guide as follows:

Year	Amount
2008-2009	+\$3,500 over 2007-2008 total salary

Minimum academic qualification for any unit position appointment is certification as required by the State of New Jersey. The Board of Education reserves the right to establish a starting salary commensurate with experience. All administrative staff members appointed after February 1st will remain at the following school year's level.

**Administrative & Supervisory Council Salary Guide
2009-2010
12 Month Salary**

Level	High School Principal & District Supervisor	Intermediate School Principal	Elementary School Principal	High School Asst. Principal	Intermediate Assistant Principal	Elementary Assistant Principal	Supervisor of Instruction
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03	115,000	113,000	111,000	102,000	101,000	99,500	99,000
04	118,500	116,500	114,500	105,500	104,500	103,000	102,500
05	122,000	120,000	118,000	109,000	108,000	106,500	106,000
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2010-2011
12 Month Salary**

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03	115,000	113,000	111,000	102,000	101,000	99,500	99,000
04	118,500	116,500	114,500	105,500	104,500	103,000	102,500
05	122,000	120,000	118,000	109,000	108,000	106,500	106,000
06	125,500	123,500	121,500	112,500	111,500	110,000	109,500

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<u>Year</u>	<u>Amount</u>
2010-2011	+\$3,500 over 2009-2010 total salary

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