

**AGREEMENT**

**Between**

**FREEHOLD BOROUGH BOARD OF EDUCATION**

**and**

**FREEHOLD BOROUGH ADMINISTRATORS ASSOCIATION**

**2009 - 2010**

**2010 - 2011**

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## ARTICLE I

### A. UNIT MEMBERSHIP

In accordance with Chapter 303, Public Laws of 1968, 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 administrators and supervisory personnel employed or to be employed by the Board:

Principals	Directors
Assistant Principals	Supervisors

### B. DEFINITION

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, and references to male administrators shall include female administrators.

## ARTICLE II – NEGOTIATIONS PROCEDURE

- A. The Board and the Association shall engage in good faith bargaining in accordance with the schedule established by law.
- B. Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he shall suffer no loss of pay.

## ARTICLE III – GRIEVANCE PROCEDURE

### A. DEFINITIONS

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

A grievance to be considered under this procedure must be initiated by an administrator within thirty (30) work days from the time when the administrator knew of its occurrence.

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, the time limits set forth herein shall 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.

"Employee" shall mean any administrator in the bargaining unit.

### B. PROCEDURE

1.
  - a). Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits 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.
  - b). It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
3. Any employee who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.
4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) work days, he or his representative shall set forth and sign the grievance to the Superintendent specifying:
  - a). The nature of the grievance by specifying the contractual article allegedly violated, or the Board policy, or administrative decision involved;
  - b). The nature and extent of the injury or loss;
  - c). The results of previous discussions;
  - d). His/her dissatisfaction with decision previously rendered;
  - e). The remedy sought.

The Superintendent shall communicate his decision to the employee in writing within ten (10) work days of receipt of the written grievance.
5. If the grievance is not resolved to the employee's satisfaction, he/she may request a review by the Board of Education no later than ten (10) work days 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 receipt of the grievance by the Board.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, they shall so notify the Board through the Superintendent within ten (10) work days 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 either beyond the scope of Board authority, or limited to action by the Board alone.
  - b). A complaint of a non-tenured employee which arises by reason of his not being re-employed.
  - c). A complaint by any certificated 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.
7. a). The following procedure will be used to secure the services of an arbitrator:
- (1). A request will be made to the N.J. Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - (2). If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the N.J. Public Employment Relations Commission to submit a second roster of names.
  - (3). If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a

mutually satisfactory arbitrator from the second submitted list, the N.J. Public Employment Relations Commission may be requested by either party to designate an arbitrator.

- b).** The arbitrator shall limit himself to issues involving solely the interpretation and application of this agreement. He 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 his representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
- c).** Rights of Employees to Representation
- (1).** Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association.
- (2).** 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.
- (3)** The Board and the Association shall assure the individual freedom from restraint, interference,

coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance.

- d. The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party's paying one-half.

## **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 no interfere with or interrupt normal school operations.

### **B. USE OF SCHOOL EQUIPMENT**

The Association shall have the right to use school facilities and equipment, including computers, typewriters, district e-mail system, copiers, calculating machines, and all types of audio visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment incident to such use.

### **C. EXCLUSIVE RIGHTS**

The rights and privileges of the Association as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the administrators, as defined in the unit, and to no other organization.



## ARTICLE V – WORK YEAR

The work year for all twelve (12) month administrators in the bargaining unit shall consist of two hundred sixty (260) work days, minus:

- A. A vacation period calculated in accordance with the provisions of Article IX hereof, and
- B. Holidays designed in Article XIII, C. hereof.

## ARTICLE VI – EVALUATION

- A. As per Board of Education policy which is established past practice.

- B. **COMPLAINTS REGARDING AN ADMINISTRATOR:**

1) Any complaints regarding an administrator made to a superior or Board member must be made in writing. The administrator shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association and/or legal counsel at any meetings or conferences regarding such complaint.

2) The Board and the Association agree that when a staff or community member questions a practice or decision made by an administrator, the most effective way to address the issue is to first bring it to the attention of the administrator.

- C. **CRITICISM OF ADMINISTRATORS** (MOVED FROM ARTICLE XIII, SECTION D)

It is agreed by the Board of Education and the Association that it is preferable that no criticism of administrators take place in the presence of teachers, parents, students or at a public gathering unless official Board action is required by law.

- D. **MISCELLANEOUS**

No material derogatory to an administrator shall be placed in his/her personnel file unless the administrator has had an opportunity to review the material. The administrator shall

acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that his/her signature in no way indicates agreement with the contents thereof. The administrator shall have the right to submit a written answer to such material and his/her answer shall be attached to the document to be placed in the personnel file.

## **ARTICLE VII – SICK LEAVE**

1. Sick leave is defined to mean the absence from his/her post of duty, of any such person because of personal illness, because he/she has been excluded from school by the school district's medical authorities, because of a contagious disease in his/her immediate household.
2. All administrators shall be entitled to fifteen (15) such leave days each school year as of the first official day of said year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
3. Administrators shall be given a written accounting of accumulated sick leave days no later than September 30<sup>th</sup> of each school year.
4. Nothing contained herein shall limit, prohibit, or otherwise restrain the Board of Education from granting additional sick leave over and above the minimum sick leave defined.
5. Upon retirement, all administrators shall be entitled to payment of unused sick leave days at the daily rate of pay at time of retirement of one for four, with a cap of:

2009-2010	\$15,000
2010-2011	\$15,000

## ARTICLE VIII – PERSONAL AND PROFESSIONAL LEAVE

### A. PERSONAL LEAVE

1. An allowance of up to a total of three (3) days' leave per year shall be granted for personal matters. Written requests shall be submitted to the Superintendent for approval five (5) days in advance of the date requested. The five (5) day notice requirement shall be waived in emergency matters.

2. Up to five (5) consecutive days, including the day of interment or cremation, at any one time, in the event of death of an applicant's spouse, child, parents, son-in-law, brother, sister, daughter-in-law, and any other member of the immediate household.

Up to three (3) consecutive days, including the day of interment or cremation, at any one time, in the event of death of an applicant's brother-in-law, sister-in-law, mother-in-law, father-in-law, and grandparents.

Up to two (2) consecutive days, including the day of interment or cremation, at any one time, in the event of death of an applicant's aunt or uncle.

3. Personal leave days shall not be granted before or after holiday periods or on the first or last day of school, except in cases of emergency as approved by the Superintendent of Schools.

4. All benefits to which an administrator was entitled at the time he/she went on a Board-approved leave of absence, including unused accumulated sick leave, shall be restored to him/her upon his or her return.

5. A leave of absence without pay may be granted to any tenured administrator in case of an extreme personal hardship for the balance of the school year in which the hardship occurred, upon the

recommendation of the Superintendent and approval by the Board of Education.

6. All unused personal days shall convert to unused sick days.

**B. PROFESSIONAL DAYS**

Administrators, upon written request to the Superintendent and at the discretion of the Superintendent, may be granted time off, with reimbursement of personal expense without loss of pay, for the purpose of professional improvement.

### **ARTICLE IX – VACATION**

1. Twelve-month certificated supervisory personnel shall receive twenty (20) vacation days for the first five (5) years of employment and twenty-five (25) after five (5) years of employment. The Superintendent shall approve vacation schedules. A maximum of five (5) vacation days may be carried over into the next contract year.

2. Under extraordinary circumstances, the Superintendent may allow more than the maximum of five (5) carry over vacation days. Requests must be submitted to the Superintendent in writing by June 1<sup>st</sup> of the current year and the Superintendent will provide a written response to the Administrator.

3. In the event of death during the term of employment, compensation for unused vacation days shall be paid to the administrator's estate at his/her per diem salary (1/240) for all unused days at the time of death.

### **ARTICLE X – TUITION REIMBURSEMENT**

Members of the bargaining unit shall be eligible for tuition reimbursement for graduate courses taken at approved schools. Reimbursement shall be made under the following conditions:

1. Approval of the course to be taken must be obtained from the Superintendent of Schools prior to starting the course.

2. Courses will not be approved unless they are a part of a planned program leading to a definite educational objective related to the assigned position of the applicant, or the courses must be directly related to the individual's professional needs as determined by his assigned position. NJ EXCEL programs leading to advanced certification shall qualify for reimbursement.
3. All courses eligible for tuition reimbursement must be successfully completed with a grade of 'B' or better.
4. Reimbursement shall be limited to a maximum of fifteen (15) credits in any fiscal year (July 1 – June 30), and will be paid only after the administrator has established satisfactory completion of the requirements including the filing of transcripts in the office of the Superintendent of Schools. Tuition reimbursement will be at the Rutgers rate. Reimbursement for NJ EXCEL programs shall cover the program's tuition cost.
5. Administrators shall be reimbursed for the required New Jersey Mentoring Fee. Payment shall be issued upon submission of documents indicating completion of requirements. Any Mentoring Fee reimbursement shall be applied to an individual's total dollar allowance from the tuition pool provided under section 4. The employee must provide documentation.
6. A return of service obligation shall apply to administrators receiving tuition reimbursement. Following the receipt of each tuition reimbursement payment, the administrator shall be required to remain employed in the district for a period equal to two contract years. In the event the administrator fails to remain employed in the district for the required period of service, repayment shall be made to the Board of Education at the following rates:

- a) Less than 1 year of employment after reimbursement – 100% repayment;
  - b) More than 1 year, but less than 2 years of employment after reimbursement – 50% repayment.
  - c) Upon 2 years of employment after reimbursement – No repayment.
- The return of service obligation shall not apply in cases of nonrenewal or death.

7. Payment for successful completion of approved courses will be made upon submission of the grade for the course taken.

8. It is understood that no tuition shall be reimbursed by the Board of Education if the applicant is being reimbursed by any other source or agency.

## **ARTICLE XI – INSURANCE PROTECTION**

As per Board of Education contract with Teachers Association. The Board shall pay the full premium cost for employee and dependent(s) health care medical insurance coverage and prescription coverage in the NJ SEHBP or equivalent. If applicable, Board paid domestic partner or civil union partner coverage is also provided. (Domestic and civil union partners must provide a copy of their New Jersey domestic partner or civil union certificate to qualify for this benefit.)

The Board shall pay the full premium cost for employee disability insurance coverage equal to the plan provided to the Teachers' Association.

The Board shall include Section 125 Plan language consistent with the Teachers' Association.

## ARTICLE XII – DEDUCTIONS FROM SALARY

As per Board of Education policy which is established past practice.

## ARTICLE XIII – MISCELLANEOUS PROVISIONS

### A. MILEAGE

Administrators whose responsibilities require his/her attendance at school or district related meetings in the evenings or weekends shall be reimbursed for personal vehicle use at the flat rate of \$750.00 per year commencing with the school year July 1<sup>st</sup>. The amount will be reported to I.R.S. as income, and it shall be recipient's obligation to satisfy I.R.S. requirements as to deductibility. This paragraph shall be eliminated in its entirety effective July 1, 2010.

Effective July 1, 2010 travel shall be reimbursed in accordance with the requirements of N.J.S.A. 18A:11-2 and regulations thereof for all non-regular business travel such as conferences and workshops, etc.

### B. PRESCRIPTIONS

Board to provide same coverage regarding prescription plan as teachers have with same cap.

### C. HOLIDAYS

The following list of holidays will be observed. Any holiday that falls on a weekend or when school is in session will be taken when school is not in session for the teachers and the students:

July 4 <sup>th</sup>	New Year's Eve
Labor Day	New Year's Day
Veteran's Day	Martin Luther King's Birthday
Thanksgiving	Lincoln's Birthday
Friday after Thanksgiving	Washington's Birthday
Christmas Eve	Good Friday

Christmas Day

Memorial Day

Plus one (1) floating holiday

D. (Moved to Article VI, as C.)

E. Copies of this Agreement shall be reproduced at the expense of the Board, after agreement between parties on the format, and shall be distributed to all administrators employed by the Board.

The use of the singular masculine pronoun herein shall include singular and plural, masculine and feminine.

All provisions of the present contract not amended herein shall be continued in the new contract.

F. One member of the Association will attend Board of Education agenda meetings.

**G. PROFESSIONAL DUES**

Each administrator shall have his/her NJPSA professional dues and one (1) national professional organization paid by the Board of Education not to exceed \$1,000.

H. For the school years indicated, only the sums listed per incumbent per year in the five positions included in the bargaining unit is available at the option of the individual administrator for one or more of the following benefits within the dollars available:

- (a) Disability Benefits
- (b) Life Insurance
- (c) Annuity
- (d) Vision Plan
- (e) Long Term Care Plan

Sums Per Incumbent Per Year

2009-2010            \$3,250.00

2010-2011            \$3,250.00



**I. CONVENTIONS/WORKSHOPS**

Upon the approval of the Superintendent, three (3) administrators per year shall be permitted to attend national conferences/conventions at a cost not to exceed \$1,750 per administrator consistent with travel laws and OMB regulations. Attendance shall be on a rotating basis.

**J. CELLULAR TELEPHONE**

Each Administrator shall be reimbursed up to \$50 monthly for the use of his/her cell phone for district-related business. The administrator shall submit a district voucher for reimbursement with documentation.

**ARTICLE XIV – COMPENSATION**

The salary schedule for the administrators is as per the Addendum, and only involves those administrators that are listed below, and does not apply to newly employed individuals.

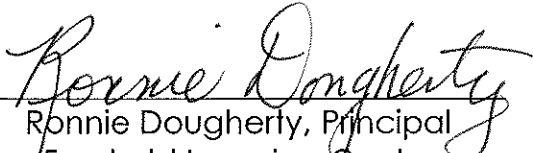
Longevity shall be paid at the rate of \$500.00 after serving fifteen (15) years in the district, and another \$500.00 after service twenty (20) years in the district.


**Advanced Training**

Effective July 1, 2006, additional compensation shall be added to the base salary of each administrator possessing advanced training at one of the levels indicated:

Masters + 15	\$ 500.00
Masters + 30	\$1000.00
Doctorate	\$3000.00

ARTICLE XV – WITNESS OF SIGNATURES

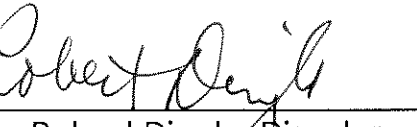
  
\_\_\_\_\_  
Ronnie Dougherty, Principal  
Freehold Learning Center

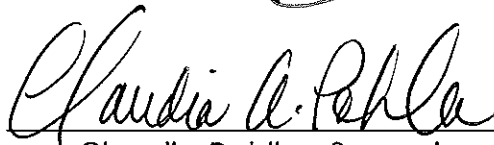
  
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Joseph Jerabek, Principal  
Park Avenue Elementary

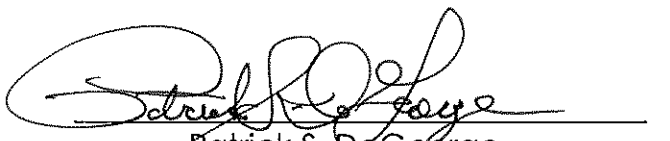
  
\_\_\_\_\_  
Nelson Ribon, Principal  
Freehold Intermediate School

  
\_\_\_\_\_  
Joy Forrest, Director  
Special Programs

  
\_\_\_\_\_  
Thomas Tramaglino, Director  
Curriculum

  
\_\_\_\_\_  
Robert Dingle, Director  
Technology & Assessment

  
\_\_\_\_\_  
Claudia Pohlke, Supervisor  
ESL/Bi-Lingual

  
\_\_\_\_\_  
Patrick S. DeGeorge  
Business Administrator/Board Secretary  
Freehold Borough Board of Education

  
\_\_\_\_\_  
Annette Jordan, President  
Freehold Borough Board of Education

22<sup>nd</sup> day of FEBRUARY, 2010

## ADDENDUM

### Base Salary Schedule

POSITION	2009-2010	2010-2011
Ronnie Dougherty, Principal – Freehold Learning Center	\$106,000	\$109,889
Joseph Jerabek, Principal – Park Avenue Elementary School	\$114,916	\$119,095
Nelson Ribon, Principal – Freehold Intermediate School	\$112,587	\$116,690
Joy Forrest, Director – Special Programs	\$106,000	\$109,889
Thomas Tramaglino, Director – Curriculum	\$106,655	\$110,565
Robert Dingle, Director – Technology and Assessment	\$95,000	\$98,531
Claudia Pohlke, Supervisor – ESL/Bi-Lingual	\$89,010	\$92,347