

AGREEMENT
BETWEEN THE
SHAMONG TOWNSHIP PRINCIPALS' AND SUPERVISORS' ASSOCIATION
AND THE
BOARD OF EDUCATION OF SHAMONG TOWNSHIP
THE COUNTY OF BURLINGTON, NEW JERSEY

2003-2004

and

2004-2005

and

2005-2006

and

2006-2007

This agreement effective this 1st day of July 2003, by and between the Board of Shamong Township, hereinafter called the "Board", and the Shamong Township Principals and Supervisors Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123; Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to their terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement, be it RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified personnel whether under contract, or on leave, including:

Directors
Principals
Supervisors

B. DEFINITION OF ADMINISTRATOR

Unless otherwise indicated, the term "Administrators" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin as soon as possible after January 1 of the calendar year in which this agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

B. 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 III

ADMINISTRATOR'S EMPLOYMENT

A. NOTIFICATION OF CONTRACT AND SALARY

Administrators shall be notified of their contract and salary status for the ensuing year no later than May 15th.

Administrators shall return their signed contracts to the Board within thirty (30) days of notification of contract salary.

ARTICLE IV

ADMINISTRATOR'S WORK YEAR

A. Work Year

The administrator's work year shall be congruent with the school calendar when school is in session. Additional paid holidays will include all other legal holidays. Each administrator will be granted twenty (20) vacation days annually beyond the school calendar. These days may be taken during the summer or the school year, with approval of the Superintendent with due consideration to the needs of the school district. Unused vacation days will be reimbursed at a prorated daily rate of 1/240 of the administrator's salary to be paid by June 30 annually. A maximum of twenty (20) vacation days may be carried over and accumulated during an administrator's career in the district.

ARTICLE V

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT FOR ADMINISTRATORS

A. TUITION REIMBURSEMENT

The Board shall appropriate four thousand eight hundred dollars (\$4,800.00) in 2003-04 of the agreement to establish a tuition refund program to make funds available to administrators interested in continuing their professional development and educational improvement. Effective July 1, 2004 of the agreement, the Board shall appropriate funds as listed below for each year of the agreement to establish a tuition refund program to make funds available to administrators interested in continuing their professional development and educational improvement:

2004-2005	\$5,800.00
2005-2006	\$7,000.00
2006-2007	\$7,500.00

From these appropriations, the Board shall pay the cost of each course, such payment not to exceed one thousand two hundred dollars (\$1200.00) for one course. These funds will be paid upon satisfactory completion of each approved graduate level course subject to the limitations of this Article. An approved graduate level course will be determined by the Superintendent. An administrator must receive a "B" or better in each approved graduate course in order to be eligible to receive tuition reimbursement. Fees connected with each course within the \$1200.00 per course limit shall be paid by the Board. The Board will reimburse tuition and fees for a limit of two (2) courses per semester, not to exceed four (4) courses per year.

B. PROFESSIONAL MEMBERSHIPS

Existing professional memberships for each administrator shall be paid by the Board.

C. PROFESSIONAL DEVELOPMENT

Expenses for budgeted in-state and/or out-of-state workshops, conventions, and professional development, approved by the superintendent, shall be paid by the Board. For the 2003-04 year, no funds will be provided by the Board for in-state and/or out-of-state workshops conventions and professional development. Effective July 1, 2004 of the agreement, each administrator will have available the following funds for budgeted in-state and/or out-of-state workshops, conventions, and professional development as listed below:

2004-2005	\$1,700.00
2005-2006	\$1,800.00
2006-2007	\$1,900.00

Only one administrator will be approved to attend an in-state and/or out-of-state workshop, convention or professional development opportunity during a specific time period to avoid having more than one administrator absent at the same time.

ARTICLE VI

SALARIES

A. SALARIES

The salary of each administrator covered by this Agreement is set forth in Schedule A, which is attached hereto and made a part hereof.

B. METHOD OF PAYMENT

1. The 15th and 30th of each month for twelve (12) months.
2. Exceptions

When a payday falls on or during a school holiday, vacation or weekend, administrators shall receive their pay checks on the last previous working day.

C. LONGEVITY

In addition, longevity increments will be added to the base salary of each administrator according to the years of service to the district:

15 years	=	\$700
20 years	=	\$1025
25 years	=	\$1350.

ARTICLE VII

INSURANCE PROTECTION and PENSION REIMBURSEMENT FOR ADMINISTRATORS

A. FULL HEALTH CARE COVERAGE

The Board shall provide the health care insurance protection as detailed below. The Board shall pay the full premium for each unit member and, in cases where appropriate, for family-plan insurance coverage.

1. Provisions of Coverage

Provision of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- a. Hospital room and board and miscellaneous costs.
- b. Out-patient benefits.
- c. Laboratory fees, diagnostic expenses, and therapy treatments.
- d. Maternity costs.
- e. Major medical.

Effective January 1, 2004, the following modifications shall be included:

- a. the Patriot X deductible shall be changed to \$200 annually for each insured person, with a \$400 maximum annually per family;
- b. the Patriot X co-insurance shall be changed to \$1,000 for each insured person, with a \$2,000 maximum per family;
- c. the emergency room co-pay shall change to \$50; and
- d. the specialist co-pay shall change to \$25.

Employees first hired after the date of mutual ratification of the 2003-2007 Agreement, who are otherwise eligible for Board-paid health/hospitalization insurance, may enroll at any applicable level in the Patriot V plan option at no cost for the first three years of their employment. During that period, if the employee elects to enroll in a higher cost plan option, he/she may do so by paying the difference in premium through regular payroll deductions. On the first of the month following his/her third anniversary of initial employment, he/she may enroll in any plan option available to all other employees with no requirement to pay any portion of the premium.

2. Special Programs and Carriers

In addition to the above state program, provision shall be made to provide the following health program:

a. Prescription Drug Program.

The Board shall pay the full premium for each unit member and, in cases where appropriate, for family-plan coverage. The co-pay shall be \$15.00 for brand name prescription, \$5.00 for generic prescription, and \$0 for mail order prescription. Effective on the first of the month after mutual ratification of the 2003-2007 Agreement, the co-pay shall be \$15 for brand name prescription, \$5 for generic prescription, and \$5 for mail order prescription.

b. Dental Health Program.

The Board shall pay the full premium for each unit member and, in cases where appropriate, for family coverage for dental services listed below with carriers approved by the Association:

100%	Preventative Diagnostic
80/20%	Basic Services
60/40%	Prosthodontics \$1,000 maximum Effective January 1, 2004, this maximum shall increase to \$1,250
50/50%	Orthodontics (children only) \$500 maximum Effective January 1, 2004, this maximum shall increase to \$1,000

B. DESCRIPTION TO ADMINISTRATORS

The Board shall provide to each administrator a description of the health care insurance coverage provided under this ARTICLE, which shall include a clear description of conditions and limits of coverage as listed above.

C. RETIREMENT BENEFITS

Upon retirement of an administrator with 25 years of service in New Jersey and 10 or more years of service in the district, the Board will provide coverage to the administrator and his/her family for prescription and dental plans as follows:

Max \$1800 per family Dental and/or Prescription per year

Maximum coverage provided for thirteen (13) years. The obligation is relieved once other primary coverage is obtained.

ARTICLE VIII

TRAVEL EXPENSES

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the IRS rate.

ARTICLE IX

SICK LEAVE

A. ACCUMULATIVE

All administrators shall be entitled to twelve (12) sick leave days each school/work year, as of the first official day of the contract 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.

B. NOTIFICATION OF ACCUMULATION

Administrators shall be given a written accounting of accumulated sick leave no later than July 20th of each school year.

C. PAYMENT FOR UNUSED SICK LEAVE FOR ADMINISTRATORS

1. Upon leaving the District, the leaving administrator shall be compensated for all accumulated sick leave. This Board will pay for unused accumulated sick days in the following manner:

\$50.00 per day for administrators retiring or leaving the district prior to ten (10) years of service in the Shamong Township School District.

\$75.00 per day for administrators retiring or leaving the district after ten (10) years of service in the Shamong Township School District.

This compensation may be paid over a deferred period of up to three (3) years as agreed to between the Board and administration. Should the Administrator die while in the employment of the Board, funds payable under this section will be paid to the administrator's estate.

2. This compensation will not be payable when an administrator is separated from his/her employment for just cause, either through discharge or resignation directly related to this just cause.
3. Upon retirement or death of an administrator who has at least 20 years of service in the district, unused accumulated sick leave shall be paid to the administrator or his/her estate on a per diem rate (1/240 of the annual base salary) up to a maximum of \$20,000.

Payment by the Board to the administrator will be over a two (2) budget year period. Notification of intent to retire will be given December 1st, a minimum notice of seven (7) months, for the school year of retirement, to permit district budget planning.

The provisions of Article IX, C.1. and Article IX, C.3 are mutually exclusive.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

A. TYPES OF LEAVE

1. Personal

Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Superintendent for personal leave, shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to state the reason for taking such leave.

- a. All unused personal days during the school fiscal year for administrators shall be reimbursed in each year of the agreement with payment being made on or before the last day in June. The Board will pay for unused personal days in the following manner:

\$50.00 per day for Administrators with less than ten (10) years of service in the Shamong Township School District.

\$75.00 per day for Administrators with ten (10) years or more of service in the Shamong Township School District.

- b. At the option of the administrator, unused personal days, may at the end of the year, be transferred to the administrator's sick leave account in lieu of payment. It shall be the obligation of the administrator desiring such transfer to inform the Board Secretary of this fact in writing not later than the last working day in June.

2. Bereavement.

The Board shall provide for each administrator, in addition to sick leave and personal days, five (5) days absence with full pay upon the death of an administrator's mother, father, spouse, child, sibling or in-laws. For the death of a grandparent, three (3) days absence with full pay shall be granted. For the death of any other relative or friend, one (1) day's absence with full pay shall be granted. An administrator shall be limited to two (2) bereavement days per year for friends. Personal days may be used to cover additional bereavement days.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

A. DISABILITY LEAVE

The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant administrators on the same terms and conditions of leaves of absences for other illness or medical disabilities, as set forth in N.J.S.A. Title 18A:30-1 et. seq., existing law, and appropriate rules and regulations issued by the responsible agencies involved.

B. CHILD REARING LEAVE

1. The Board may grant voluntary unpaid leave of absence to administrators for the purpose of child care of an infant.
Approval is conditioned upon adequate staffing as determined by the Board.
2. A child care leave of absence may commence any time within thirty (30) days of the birth and shall terminate at a logical break in the school year. For purposes of this paragraph, a logical break in the school year is considered to be the first day of school after the winter holiday vacation, the end of the half-year marking period, and the last day of school for the entire school year. The specific date will depend upon the educational needs of the school district.
3. The Administrator shall have the option of commencing a child care leave at a logical break in the school year prior to the delivery date. For purposes of this paragraph, a logical break in the school year shall be the first day of the school year, the first day of school after the winter holiday vacation and the first day of the second half-year marking period. The specific date will depend upon the educational needs of the school district.
4. An administrator desiring an unpaid leave shall apply no fewer than ninety (90) calendar days before the anticipated delivery date of the infant. In the case of an adoption, application shall be made for a specific leave period as soon as the administrator is informed of the custody date. Time spent on unpaid leave shall not be counted for accrual of any benefits.

ARTICLE XII

GRIEVANCE PROCEDURE FOR ADMINISTRATORS

A. DEFINITIONS

1. Grievance

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

B. PURPOSE

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

C. PROCEDURE

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Failure on the part of an administrator to comply with the time limits shall result in a waiver of the right to proceed to the next level. Failure by the Board to comply with time limits at Level Two shall result in a granting of the grievance.

2. Time Restriction

An aggrieved administrator shall institute action under the provisions hereof within ten (10) work days following the occurrence complained of when it affects the administrator. Failure to act within the said ten (10) day period shall be deemed to constitute an abandonment of the grievance.

3. Level One - Superintendent

An administrator with a grievance shall first discuss it with the Superintendent either directly or through the Association's designated representative, with the objective of resolving the matter informally. If the aggrieved person is not satisfied with the disposition of his/her grievance after the discussions, or if no decision has been rendered within five (5) work days after the presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it in writing to the Superintendent of Schools. The writing shall specify:

- a. Nature of grievance
- b. Results of prior discussions
- c. Basis for his/her dissatisfaction with the determination
- d. Proposed solution

4. Level Two - Board of Education

If the administrator of the Association is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent, the administrator may submit the grievance to the Board. Said request shall be made to the Board within ten (10) school days from the above disposition, shall be in writing, and shall specify following:

- a. Nature of grievance
- b. Results of prior discussions
- c. Basis for his/her dissatisfaction with the determination
- d. Proposed solution

A copy of this statement shall be furnished to the Superintendent.

5. Level Three - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, he/she may, within five (5) days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to sever. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representative of the Board and Association and hold hearings promptly and shall insure his/her decision not later than twenty (20) days from the date of the close of hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator may add nothing to modify or subtract anything from the Agreement between the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF ADMINISTRATORS TO REPRESENTATION

1. Administrators and Association

Any aggrieved person may be represented at all stages of the grievance by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

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

E. MISCELLANEOUS

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of administrators, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level One. The Association may process such a grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two and Level Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and the Association.

3. Separate Grievance File

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

4. Meetings and Hearings

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

ARTICLE XIII

BOARD'S RIGHTS

A. JURISDICTION & AUTHORITY

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations.

1. To direct employees of the school district;
2. To hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees;
3. To relieve employees from duty because of lack of work or for other legitimate reasons;
4. To maintain efficiency of the school district operations entrusted to them;
5. To determine the methods, means and personnel by which such operations are to be conducted;
6. To establish reasonable work rules; and
7. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
8. To receive seven (7) months notice for retirement prior to the date the retirement commences.

B. SETTLEMENT UNDERSTANDING

This agreement represents and incorporates the complete and final understanding in settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations.

ADMINISTRATORS' SALARY SCHEDULE A

The parties agree to the Administrator salaries listed below for the 2003-2004 school year:

Nicole Moore.....	\$84,000
Timothy Carroll.....	\$83,000
Barbara Scola	\$80,000

The Board shall provide to the administrators in the STPSA an additional increase to base salaries for the 2004-2005, 2005-2006, and 2006-2007 school years of 5.2% each year, resulting in the salaries indicated below.

<u>Administrator</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Nicole Moore	\$ 88,368	\$ 92,963	\$ 97,797
Timothy Carroll	\$ 87,316	\$ 91,856	\$ 96,633
Barbara Scola	\$ 84,160	\$ 88,536	\$ 93,140

Upon retirement from the district after at least ten (10) years of service as an administrator in the district, administrators will be granted the opportunity to exchange a portion or all of the entitled accumulated vacation pay and/or a portion or all of the entitled accumulated sick leave pay at the contractual rate for base salary. The exchange shall be an addition to the salary listed in Schedule A and the exchange/addition of the entitlement may not exceed 12%.

ARTICLE XIV

DURATION OF AGREEMENT

A. DURATION PERIOD

This agreement shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2004, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its Corporate Seal to be placed herein, all on the day and year first written above.

SHAMONG TOWNSHIP
BOARD OF EDUCATION

BY *Jane Tallaksen*
President

BY *Suzanne Pelt*
Secretary

SHAMONG TOWNSHIP
PRINCIPALS AND
SUPERVISORS ASSOCIATION

BY *Nicole Moore*
President

BY *Barbara Cole*
Secretary