

Contract no. 653

**AGREEMENT**

**BETWEEN THE**

**PITTSGROVE EDUCATIONAL  
ADMINISTRATORS ASSOCIATION**

**AND THE**

**PITTSGROVE TOWNSHIP  
BOARD OF EDUCATION**

**JULY 1, 1990 - JUNE 30, 1993**

## **ARTICLE I**

### **MEMBERSHIP**

1. In accordance with NJSA 34:13-A et. seq., the Board recognizes the Pittsgrove Educational Administrators Association, hereinafter known as "the Association", as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all Principals, Vice Principals, and Directors employed by the Pittsgrove Township Board of Education, hereinafter known as "the Board". All other Board employees are excluded.
2. For purposes of clarity, the term "administrator" when used in this contract shall refer to all administrators defined in paragraph 1 of this Article. Reference to one gender shall include the other gender unless expressly stated.

## **ARTICLE II**

### **NEGOTIATIONS PROCEDURES**

1. The parties agree to enter into collective negotiations over a successor agreement in accordance with NJSA 34:13A et. seq., in a good faith effort to reach agreement on all mandatory matters concerning the terms and conditions of employment of the Administrative personnel. Negotiations shall begin in a timely fashion in order to reach agreement prior to the expiration of this Agreement.
2. Modification -Understanding of Parties
  - a. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall 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 of both parties at the times they negotiated or executed this Agreement.

- b. 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.
3. This Agreement shall be effective as of July 1, 1990, and shall continue in effect until June 30, 1993, subject to the Association's right to negotiate over a successor agreement, as provided herein.

### **ARTICLE III**

#### **ADMINISTRATOR'S RIGHTS**

1. No administrator shall be disciplined without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.
2. Whenever any Association member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect continuation of that association member in his/her office, position or employment, or the salary of any increments pertaining thereto, he/she shall be entitled to have a representative present to advise and represent him/her during such meeting or interview.
3. Any Complaints or criticism regarding an Administrator made to any member of the Administration by any parent, student, or other person which are or may be used in any manner in evaluating an Administrator shall be called to the attention of the Administrator within a reasonable length of time.

## **ARTICLE IV**

### **ASSOCIATION RIGHTS**

- 1. Whenever by mutual agreement between the Association and the Board or its representatives, any representative of the Association or any member is scheduled to participate in formal negotiations procedures pursuant to Chapter 123, P.L. 1974, he/she shall suffer no loss in pay. Negotiations shall, whenever possible, be scheduled at times other than regular school hours.**
- 2. The Board agrees to furnish to the Association, through its representative, any public information that is requested, in accordance with Board policy.**
- 3. The Association shall have the right to use the school facilities for meetings, provided the facility is not already scheduled for use.**
- 4. The Association shall have the right to use school facilities and equipment, including word processing machines, duplication equipment, calculation machine, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use.**
- 5. Whenever any representative of the Association participates during working hours in negotiations or grievance procedures, he/she shall suffer no loss in pay nor shall he/she be required to use personal business days provided the Board of Education or its designated representatives and the Association mutually agree to the meeting and the number of Administrators acting as representatives.**
- 6. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the administrators.**

## **ARTICLE V**

### **GRIEVANCE PROCEDURES**

#### **1. Definition**

- a. A grievance shall mean a complaint by a member of the Association that there has been a personal loss, injury, or inconvenience resulting from a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, Board policies, or administrative decisions affecting the member.**
- b. A grievance to be considered under this procedure must be initiated in writing within fifteen (15) calendar days from the date when the grievant knew or should have known of its occurrence.**

#### **2. Rights of Members to Representation**

- a. Any party in interest may be represented at all stages of the grievance procedure by himself or at his option, by a representative chosen by the Association.**

#### **3. Procedure**

##### **a. Conditions**

- (1) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee grievant to proceed to the next step. Failure to advance a grievance within the specified time shall terminate the grievance. In an emergency situation, such as illness, vacation, or death in th family, this time limit may be extended by mutual agreement between the parties involved.**
- (2) It is understood that any employee grievant 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 duly determined.**

- (3) A grievance shall be initiated at the lowest level at which a decision can be made, except that no grievance may be initiated at a level higher than the Superintendent of Schools.
- b. (Level One) A vice principal who has a grievance shall discuss it first with his/her principal and a principal or director who has a grievance shall discuss it first with the Superintendent of Schools in an attempt to resolve the matter informally. A decision shall be given to the grievant within five (5) school days.
- c. (Level Two) The employee grievant, no later than five (5) school days after receipt of the informal decision of his principal or the Superintendent, may appeal the decision formally to the Superintendent. The appeal to the Superintendent must be made in writing specifying: (1) the nature of the grievance; (2) the nature and extent of the injury, loss, or inconvenience; (3) the results of previous informal discussions; (4) the dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate a decision in writing to the employee grievant, and to the principal if the grievant was an assistant principal.
- d. (Level Three) If the grievance is not resolved to the grievant's satisfaction, he/she no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. 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. The Board, or committee thereof, shall review the grievance and shall, at the option of the Board, or at the request of the employee grievant, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant within twenty (20) calendar days of the date of the hearing. The referred to hearing shall be held within fifteen (15) school days after receipt of the appeal notice.

## **ARTICLE VI**

### **EVALUATIONS**

1. The Association, through its President, shall be consulted by the Board of Education or its agents in determining the evaluation instrument to be used. The final selection or determination of the instrument shall remain with the Board of Education.
2. Copies of Reports: Each administrator shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. Further, each administrator shall receive a copy of each written evaluation.
4. If so desired, the administrator shall arrange a conference with the Superintendent as soon as possible after the receipt of the written evaluation. At such time, and up to ten(10) school days from the date of the conference, the administrator is entitled to respond to the evaluation in writing and the response will be appended to the evaluation report.

## **ARTICLE VII**

### **FILE PROCEDURE**

1. Any derogative and evaluative material placed in the employee's personnel file must bear the signature of the individual employee.
2. The employee shall have the right to respond to anything going into the personnel file and shall receive a copy of same.
3. The employee's signature shall be evidence only that the document has been seen, not that he/she agrees herewith.
4. Refusal to affix signature shall not preclude placement in one's personnel file.

## **ARTICLE VIII**

### **SHORT-TERM ABSENCES**

#### **1. SICK LEAVE**

- a. All members of the Association shall be allowed personal sick leave with pay for one (1) day per month for each month of the annual contract period. The total allowable sick leave shall be available, if needed, on the first day of the contract year.**
- b. Association members may accumulate up to twelve (12) days of unused sick leave each year.**
- c. In case of illness in the immediate family of a member, and upon request of the member to the Superintendent of Schools, sick leave may be granted to the member.**

#### **2. BEREAVEMENT LEAVE**

**Death in the immediate family entitles an administrator up to a maximum of four (4) school days leave of absence per death without loss of pay. "Immediate family" shall mean administrator's spouse, child, brother, sister, parent or surrogate parent, parent-in-law and former legal guardian.**

- 3. PERSONAL BUSINESS - Upon request to the Superintendent of Schools, and with approval, Administrators will be granted time off for personal business. Administrators shall be paid one hundred (\$100) dollars for each unused personal leave day. For 1990-91, payment will be made in July, 1991. Thereafter, payment will be made in June.**
- 4. RETIREMENT BONUS - Any administrator who has been employed by the Pittsgrove Township Board of Education for ten (10) or more years shall be eligible for a special retirement allowance.**
  - a. Notice of retirement, in writing, must be submitted to the Board of Education no later than December 15th of the school year in which the administrator intends to retire. Failure to notify the Board by December 15th shall be deemed a waiver of the special retirement allowance, except in cases of emergency, which the**

Board shall consider on an individual basis. The administrator shall select a plan for payment of the special retirement allowance in accordance with the provisions of paragraph (4) and (5) of this Section.

- b. The administrator shall receive one (1) day's salary for each five (5) days, or major part thereof, of accumulated, unused sick leave existing on the final day of employment.
- c. The daily salary shall be computed as one/two-hundred fortieth ( $1/240$ ) of the highest salary earned by the administrator during employment by the Pittsgrove Township Board of Education.
- d. The retirement allowance shall be paid in one (1) of the following plans, provided that the administrator has selected such plan and provided further that the administrator provides in writing of his/her choice prior to December 15th of the school year in which the administrator intends to retire:
  - (1) Plan One - Lump sum on July 15th of the next budget year following retirement.
  - (2) Plan Two - One half ( $1/2$ ) of the retirement allowance as in Plan One and one half ( $1/2$ ) on January 15th of the next calendar year following retirement.
  - (3) Plan Three - One third ( $1/3$ ) on July 15th of the next budget year following retirement, one third ( $1/3$ ) on January 15th of the next calendar year after retirement, and one third ( $1/3$ ) of the retirement allowance on January 15th of the second calendar year following retirement.
- e. The retirement allowance shall not be considered part of the administrator's regular salary for pension computation purposes.
- f. If the administrator dies before full payment is made, the balance of the retirement allowance shall be paid to his/her estate.

## **ARTICLE IX**

### **VACATIONS**

1. Annual vacations for Administrators, based on length of service as an administrator in the Pittsgrove Township School District shall be taken within the contract period at the discretion of the Superintendent of Schools.
2. The vacation schedule for all twelve-month Administrators will be:

<u>Years of Service</u>	<u>Annual Vacation</u>
From 6 mon. to 10 years	3 weeks
From 10th year to 25th year	4 weeks
After 25th year	5 weeks

3. After the initial six months of an administrator's employment, all vacations for that employee will be calculated as if the employment began as of July 1st of the school year in which he/she was initially employed.
4. An Association member may bank a maximum of six (6) weeks (30 days) of accrued vacation time and may use it before and after regular vacation time, when mutually agreed upon between the Superintendent and the member.
5. Separation from Service
  - a. An Association member who dies before his/her contract period is completed shall receive full recognition of his/her vacation rights in the form of a vacation allowance to be given as a cash payment to his/her estate.
  - b. An Association member who resigns or retires during the contract year shall receive full recognition of his/her vacation rights.

## **ARTICLE X**

### **PROFESSIONAL DEVELOPMENT**

- 1. Administrators' requests to attend professional meetings shall be approved on an individual basis by the Superintendent, whose decision shall be binding. Expenses previously approved by the Board, incurred by members as a result of their attendance and participation in these meetings or conferences, shall be paid by the school district.**
- 2. Each employee shall be allowed to attend at least one National or State conference and/or meetings per year. Such requests shall be made in writing to the Superintendent of Schools and must be related to the individual's assignment within the Pittsgrove Township School District. The Board shall retain total discretion in reviewing such requests and in approving or disapproving such requests. Included in the Board's payment will be housing, transportation, food, and registration fee. All expenses submitted must be accompanied by receipts.**
- 3. All administrators of the Pittsgrove Township School District shall receive reimbursement for the cost of graduate course credits. The reimbursement rate will not exceed the rate charged for comparable courses at Rutgers - The State University. Each request for reimbursement shall be substantiated by a college transcripts reflecting a passing grade. For clarification, graduate course credits are defined as those accredited by the State agency in which such institution is situated. It is understood that such courses will be educationally bona fide. Such course credits must be of benefit to the School District and directly related to his/her job assignment.**
- 4. Administrators will receive membership in one State and one National professional organizations of their choice (such as PSA, NAESP, NASSP, ASSA) with fees paid by the Board of Education.**

## **ARTICLE XI**

### **EXTENDED PROFESSIONAL DEVELOPMENT LEAVES**

Full time administrative employees shall be eligible to apply for extended professional development leave in accordance with the following provisions:

1. A tenured administrator who has completed a minimum of seven (7) years of continuous service as an administrator in Pittsgrove Township School District is eligible.
2. Extended professional development leave may be requested for one-half year.
3. Extended professional development leave shall be for the purpose of educational advancement only. Acceptance of other full-time employment during such leave is prohibited.
4. The term of extended professional development leave shall be taken with the regular school year (July 1 to June 30).
5. No more than one (1) administrator shall be granted such leave in any three year period.
6. Employees granted extended professional development leave shall receive one-quarter (1/4) of their annual salary if such leave is for one-half (1/2) year. Stipends for such leave will be divided into equal monthly installments and paid on the fifteenth (15th) day of each month the employee is on extended professional development leave. While on the leave salary payments will be made in accordance with the district's normal payroll procedures.
7. Administrators on extended professional development leave will not be eligible for tuition reimbursement. The Board of Education will continue to provide all benefits outlined in this agreement during the duration of the extended professional development leave.

8. Application for extended professional development leave shall be submitted in writing to the Superintendent of Schools not later than January 1st of each year, stating the purpose of such leave and the intended duration of the leave. Within one (1) month of receipt of the request, the Board will notify the applicant in writing stating whether the request was granted or denied. Whether an extended professional development leave will be granted is solely at the discretion of the Superintendent of Schools and the Board of Education.
9. If granted extended professional development leave, the grantee shall agree in writing to return to Pittsgrove Township School District and work at least two (2) years after such leave expires.
10. If an employee on extended professional development leave resigns during such leave, he/she shall refund to the Board all such salary paid to him/her during the period of leave. If an employee resigns within two (2) years of the expiration of his/her extended professional development leave, he/she shall refund to the Board of Education such proportion of the salary paid during the leave of absence as the unexpired proportion of the two (2) years shall bear to said period.
11. Upon return from extended professional development leave, the employee will present a report to the Board of Education describing his/her study during such leave and proposals for making use of it in his/her work in the Pittsgrove Township School District.

## **ARTICLE XII**

### **WORK YEAR and SCHOOL CALENDER**

For the purposes of determining per diem rate, Administrators employed as 12-months under this Agreement shall have a work year of two hundred forty (240) days per year and any person employed as a ten (10) month administrator shall have to work two hundred days (200) from September 1 to June 30. The work year for Administrator will be lessened only by contracted vacation time, sick time or personal business days.

2. **Administrators will have fifteen (15) paid holidays per year. The holidays shall include:**

- **Independence Day**
- **Labor Day**
- **Thanksgiving Day and the Friday after**
- **Christmas (plus one day between Christmas & New Year)**
- **New Years Day**
- **Good Friday**
- **Memorial Day**

**Holidays on Saturday/Sunday will be scheduled on a weekday. The remaining holidays will be scheduled by the Board at the time the calender is adopted.**

3. **The Superintendent of Schools shall consult with the Association as to development of a school calender and work schedule for recommendation to the Board of Education.**

## **ARTICLE XIII**

### **INSURANCE BENEFITS**

1. **The Board shall provide medical, surgical, out-patient, and Major Medical protection. The Board shall pay the full premium for each individual administrator and his dependents where applicable if such individual administrator so elects to take advantage of said health plan.**
2. **For each administrator who remains in employ of the Board for the full school year, the Board shall make payment of the insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1 and ending June 30.**

3. The Board shall provide a dental insurance program including full-family coverage where appropriate. The dental insurance shall be the plan in effect during the 1985-1986 school year or its equivalent.

#### 4. Reimbursement

- a. The Board will reimburse each administrator for personal and/or family medical, prescriptions, dental, or optical expenses that are not covered by insurance. In order to receive reimbursement, the administrator must present dated receipts and proof of rejection by an insurance carrier for each individual year if the amount totals more than the deductible amount of the policy. Payments will be made for the preceding twelve (12) month provided the administrator submits the required verification and vouchers stated below. Reimbursement shall be made up to the following amounts per administrator:

July 1991	-	\$600
July 1992	-	\$600
July 1993	-	Amount of teacher reimbursement

- b. Prior to requesting reimbursement, the administrator must submit the billing to any insurance carrier which provides or may provide coverage for such service. This includes not only insurance coverages provided by the Board, but insurance coverages provided privately or by some other employer.
- c. The Board shall not be required to consider any item for reimbursement until the administrator has presented a receipted bill or other proof of payment of such cost and evidence that the administrator has sought insurance coverage for such cost (if it is greater than the minimum deductible) and coverage has been denied.
- d. Proof of payment and evidence that a claim is not covered by other insurance shall be presented to the Secretary of the Board of Education, along with a voucher requesting reimbursement, not later than June 30 or September 30 of each year. The Board shall pay the reimbursement to which the administrator is entitled not later than the July 31 or October 30 immediately following the June or September filing deadline.

- e. In order to be eligible for the reimbursement provided in this paragraph, the proof of payment and evidence of no coverage by other insurance must be presented by September 30 for any service rendered prior to the immediately preceding June 30. Any claim not presented by September 30 shall be waived and the employee shall thereafter have no further claim to reimbursement under this paragraph.
5. An administrator may select prescription insurance in lieu of the blue bank (section 4). The program includes full family coverage where appropriate. The prescription insurance co-payment shall be five (\$5) dollars for the name brand drug and two (\$2) dollars for the generic brand drug.
6. An Administrator may select a reimbursement of 50% of the Boards costs to buy-out of all insurances or selected insurance programs.
7. The Board of Education agrees to make the following contributions to each Administrators annuity fund:
- |         |   |       |
|---------|---|-------|
| 1990-91 | - | \$350 |
| 1991-92 | - | \$400 |
| 1992-93 | - | \$450 |

## **ARTICLE XIV**

### **CONTINUING BENEFITS**

Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any term or condition of employment existing in the year prior to its effective date and shall be enforced and effective and remain so applicable during the term of this Agreement.

## **ARTICLE XV**

### **DEDUCTIONS FROM SALARY**

1. The Board agrees to deduct from administrator's salaries money for Washington National Income Protection Insurance as said administrators individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such insurance company. Discontinuance of such deductions shall be as provided by law.
2. Administrators will be permitted to authorize payroll deductions for contributions to a tax sheltered annuity plan(s) and the credit union. The tax sheltered annuity plan(s) must be approved by the Board. The authorization for a payroll deduction either in a tax sheltered annuity plan or the credit union must be submitted to the Board Secretary on or before the last workday of the month as specified below. Administrators may modify payroll deductions between September 15 to 30 and January 15 to 30 only.

## **ARTICLE XVI**

### **MISCELLANEOUS PROVISIONS**

1. Sufficient copies of this Agreement shall be provided as soon as practical after the Agreement has been signed. The cost of printing in the least expensive manner possible shall be shared equally by the Board and the Association.
2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
3. All members of the Association who may be required to use their own automobiles in the performance of their duties

shall be reimbursed at the rate of the current IRS reimbursement rate.

4. In the event that an administrator must work in the evening in performance of his/her duties and does not return home, he/she will be reimbursed the amount of \$8.00 for the evening meal.
5. Any individual contract between the Board and an individual administrator heretoeafter or hereafter executed shall be subject to and consistent with this Agreement.

## ARTICLE XVII

### SALARIES

#### 1. Salaries:

	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Davenport, David	\$61,351	\$65,680	\$70,320
Davis, Alton	57,049	61,378	66,018
Frith, William	63,802	68,131	72,771
Gaburo, Patricia	38,000	42,329	46,969
Jolley, William	66,082	70,411	75,051
Murphy, Jacqueline	59,150	63,479	68,119
Nelson, Roger	53,346	57,675	62,315
Pettijohn, Audrey	60,127	64,456	69,096
Turco, Angela	50,100	54,429	59,069

2. Administrators moving from 10-month to 12-month employment contracts will get a total annual increase of 20% inclusive of that years raise (pro-rated for midyear changes).