# Contract Agreement

## Between

# Plumsted Township Board of Education

## And

Plumsted Township Administrators' Association

July 1, 2010 – June 30, 2013

#### TABLE OF CONTENTS Bargaining Unit 1. Negotiations of Successor Agreement 2. Compliance – Master Agreement 3. 4. Cause Administrative Contract Year 5. Administrative Calendar 6. 7. Vacation Schedule Fringe Benefits 8. Personnel Records 9. Travel Reimbursement 10. District Owned Equipment 11. 12. Promotional Advancement Leaves of Absence 13. 14. Sabbatical Leave **Deductions from Salary** 15. 16. Term of Contract **Grievance Procedures** 17. 18. Longevity Duration Salary Schedules

## 1. <u>Bargaining Unit</u>

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## A. Recognition

The Plumsted Township Board of Education (hereinafter referred to as the "Board") recognizes the Plumsted Township Administrators' Association (hereinafter referred to as "PTAA") as the official and exclusive bargaining agent for collective negotiations concerning salaries and terms and conditions of employment for all certificated supervisory staff, including the following groups within the school district:

Directors Principals Assistant Principals Supervisors

All other staff, including part-time stipend positions are excluded, unless the parties agree to include other titles, as being appropriate for this bargaining unit.

#### B. Definition

Unless otherwise indicated, the term "administrator" when used hereinafter in this agreement, shall refer to all employees represented by the PTAA as defined in the recognition clause.

#### 2. Negotiations of Successor Agreement

#### A. Procedure

The parties agree to enter into collective negotiations in accordance with Chapter 123, N.J.S.A. 34:13A-1 et. Seq. in a good faith effort to reach agreement on matters concerning salary and terms and conditions of administrators employment. Any agreement so negotiated shall apply to all administrators, be reduced to writing, be signed by the Board and the PTAA, and be officially adopted by the Board and the Association.

#### 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.

#### 3. Compliance – Master Agreement

Any individual contract between the Board and any individual administrator, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If any individual contract contains any language inconsistent with the master agreement, the master agreement, for its duration, shall be controlling.

## 4. Cause

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The Board and the PTAA agree that no administrator shall be reprimanded without cause and in accordance with New Jersey Statutes.

#### 5. Administrative Contract Year

The Board and the PTAA agree that all administrators shall be employed under twelve (12) month contracts effective July  $1^{st}$  and terminating on the following June  $30^{th}$  of each school year. Administrators with a start date prior to March  $1^{st}$  of any given school year (7/1-6/30) are eligible for an increment in the following school year.

Ten-month supervisory and administrative positions, if any, shall work from September 1<sup>st</sup> to June 30<sup>th</sup> following the teacher calendar when school is in session. The salary for the positions shall be 10/12 of the salary for a twelve-month position.

#### 6. Administrative Calendar

The Board and the PTAA agree that the administrative calendar shall be as follows:

Administrators will be on duty, with the exception of previously arranged and approved vacation schedules, in the summer months. Summer months are defined as all days occurring between the last teacher workday of one school year and the first teacher workday of the subsequent school year. During the school year, from the first teacher workday until the last teacher workday, administrators will follow the Board approved school calendar. As stated in item 5, the ten (10) month supervisor, if any, is not contracted during the aforementioned summer months.

#### 7. Vacation Schedule

- A. The Board agrees that all members of the PTAA shall be entitled to twenty (20) working days of paid vacation time, which may be taken at any time during the contract year. It is agreed that any vacations to be taken during the time school is in session shall be only with the prior approval of the Superintendent of Schools and may not exceed five (5) days.
- B. The Board agrees that all members of the PTAA are entitled to twenty-five (25) working days of paid vacation time after completing ten (10) years of service with the district. Only years of service with the district as an administrator will be counted as credit toward this provision.
  - No more then five (5) days in a row shall be taken during the school year and no more then fifteen (15) days in a row shall be taken during the summer. Additional consecutive days may be approved by the Superintendent.
- C. Any day which is normally scheduled as a vacation day according to the Board approved school calendar wherein the Superintendent of Schools requires the

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4		D.	The Board agrees that all members may carry over ten (10) unused vacation days
5		ν.	for use in the next contract year.
6			101 abo in the neme outdoor just.
7		127	The parties agree that total pro-rated cash payment for accumulated earned
8		т.	vacation time (accumulated during a particular year) shall be paid to any
9			administrator who resigns or retires prior to the completion of the contract year, as
			long as proper written notice has been given to the Superintendent of Schools
10			(sixty (60) days).
11			(Sixty (60) days).
12		<b>T</b>	All 1 's total and it 1 and the first distinct the area of improved in the same of interest of the same of interest of the same of the sam
13		F.	All administrators will be required to be on duty during the week immediately
14			prior to the opening of school.
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16		G.	Vacation requested must be approved in advance by the Superintendent or
17			designee.
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19	8.	Fri	nge Benefits
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21		A.	Medical Benefits: The Board shall pay the full premium for each administrator and
22			in cases when appropriate for family plan insurance coverage under the full New
23			Jersey State Plan, or an equal to or better plan.
24			The second secon
25		В	Dental Insurance: The Plumsted Township Board of Education will provide a
26		٠.	Dental Program equal to or better than the present dental plan, which includes a
27			minimum of the following:
28			initiality of the following.
29			a. 100% reimbursement for Preventative Services with no deductible.
30			
31			b. 80% Reimbursement for Basic Services after \$25.00 deductible per
32			person.
33			c. 50% Reimbursement for Major Services after \$50.00 deductible per
34			person.
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		C.	Prescription Coverage: The Board of Education shall provide a co-pay prescription
36			plan. The co-pay plan will be \$5.00 generic and \$10.00 brand.
37			prant. The co-pay prant with be \$5.00 generic and \$10.00 orang.
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39		D	If plan allows and employee is eligible, payment in lieu of insurance protection
40		D.	
41			will be made for employees who waive coverage as follows:
42			Medical - \$3,500
43			Dental - \$500
44			Prescription - \$1,000
45			Waiver of medical coverage will require proof of medical coverage elsewhere.
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47		E.	The Board agrees that administrators shall be entitled to twelve (12) sick days per
48			contract year, to be cumulative without limit. A person with an approved vacation
49			schedule may not utilize sick time during that vacation period, unless the illness or
50			injury requiring use of sick leave commences prior to the vacation period, or
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presence of an administrator(s) in district will be added to the administrator(s) vacation time.

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unless a person who has begun a vacation is stricken with a catastrophic illness. However, a person who is terminating employment with the district for any reason, and is directed to utilize all accumulated vacation time prior to his/her final day, shall not be permitted to use sick leave during a vacation period for any reason.

F. The Board agrees that total cash payment for accumulated sick days shall be paid as follows:

After ten (10) years of service as an administrator with the district, the Board shall purchase accumulated sick days upon separation at a rate of 33% of the administrators per diem rate (1/240) not to exceed \$15,000.00.

- G. The Board shall pay administrators membership fees to the NJPSA and/or other professional/civic groups deemed necessary to maintain or improve professional skills, not to exceed \$1,000.00 per annum.
- H. Costs for participation in graduate courses or equivalent, seminars, workshops, convocations, conferences, conventior with prior approval of the Superintend amount not to exceed \$5,000 per men return from seminars, etc., the admini Superintendent, which will include, b administrator and the district that wer of any professional development as r included in the \$5,000.

Courses must be approved in advance must receive a "B" or better to be eli of the grade and proof of tuition mu

Administrators who leave the distric reimbursement of tuition shall reim tuition payments, unless the admini

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- The Board agrees to pay to the surviving spouse or estate upon .... any administrator under contract any accumulated, unused earned vacation time available at the date of demise. The Board further agrees to pay to the surviving spouse or estate upon death of an administrator under contract unused sick time at a full rate of pay, capped at \$15,000.
- J. Vacation

Any unit member, who has completed five (5) years of service as an administrator in the district, may elect to sell back up to five (5) unused vacation days per contract year. Payment shall be at the per diem salary rate in the year earned (1/240 12-month employees or 1/200 10-month employees). An administrator electing to sell back unused vacation days must notify the Board of his/her intent no later than May 15<sup>th</sup> of the contract year. Payment shall be by check or deposited in a tax shelter annuity account(s) of the administrator's choosing on or about June 30<sup>th</sup> of the same contract year.

### 9. Personnel Records

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An employee shall have the right, upon request, to review the contents of their personnel file and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have representative(s) of the Association accompany them during such review. At least once every 2 years, an employee shall have the rights to indicate those documents and/or other materials in his/her file which they believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at the appropriate level.

### 10. Travel Reimbursement

Any administrator who travels by personal vehicle will be reimbursed for actual mileage at the rate annually established by the New Jersey Office of Management and Budget Circular (the State Rate). Each administrator shall follow the Board policy in supplying the necessary documentation when seeking reimbursement. Should legislation be passed that allows a rate other than the State rate, parties agree to negotiate a new rate.

## 11. District Owned Equipment

The Board has determined it to be necessary to provide the Administrators with a laptop computer, IPAQ/PDA, cellular phone and use of a digital camera. The Board acknowledges that such equipment may be used personally at no expense to the Board. Any expense incurred by the Board for personal use shall be reimbursed to the Board by the unit member incurring such use. The Administrators also acknowledges that any such use shall not be for illegal purposes.

#### 12. Promotional Advancement

Assignments of temporary nature to a position of higher responsibility that is vacant, under the title of "Acting" shall receive a salary equal to one lateral move on the salary guide, as negotiated with the employee. (If the person in this temporary position does not obtain the formal Board appointment after six (6) months, that person automatically reverts to their prior position. This clause shall apply only to positions designated in the recognition clause of this contract.)

### 13. Leaves of Absence

#### A. Death

Administrators shall be entitled to bereavement leave in the event of the death of a member of their immediate family for up to five (5) days within a two week period commencing with the date of death without loss of pay. Immediate family shall include grandfather, grandfather-in-law, step-grandfather, grandmother, grandmother, grandmother, father-in-law, step father-in-law, step father-in-law, step-mother, mother-in-law, step mother-in-law, spouse, child, step-child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-

law, and domestic partner as domestic partner as defined by New Jersey statute. Up to one (1) school day within a two-week period commencing with the event of death of aunt, aunt-in-law, uncle, uncle-in-law, niece, step-niece, nephew, step-nephew shall be allowed without loss of pay. Extenuating circumstances may be considered by the Superintendent on a case-by-case basis.

#### B. Personal Leave Days

Administrators are granted three (3) personal days per year. If any are unused at the end of the year, they convert to sick days for the following year.

#### Definition

Personal days will be defined as those days an administrator will be absent during the school day for which personal matters cannot be taken care of other than on school time, i.e., house closing, emergencies, religious holidays, etc. All requests for personal days must be submitted, through the immediate supervisor, for approval by the Superintendent of Schools, five (5) days in advance, when possible.

#### C. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason at the discretion of the Board.

## D. Extension and Renewals

All extensions, or renewals, of leaves shall be applied for in writing and shall be granted or denied in writing upon appeal of the Board.

#### 14. Sabbatical Leave

## A. Application for Leave

Application of intent for sabbatical leave shall be made to the Superintendent of Schools on or before November first of any year. Final date for submitting application shall be March 1<sup>st</sup>, which application must have been preceded by an application of intent, submitted on or before November 1<sup>st</sup>. If approved, such leave shall officially begin at the beginning of the school year in accordance with the official school calendar. The Superintendent is to be kept informed of status, monthly. Application shall include a formal sabbatical leave request, and shall also include a program or itinerary to be followed by the professional during the period of at least two years after the expiration of the sabbatical leave.

If any administrator fails to continue in service after such leave is granted, such administrator shall repay to Plumsted Township Board of Education a sum of money bearing the same ratio to the amount of salary received while on leave that the unperformed part of the two subsequent years of service bears to the full two years, unless such professional is incapacitated, has been discharged, or has been released for good and sufficient reason by the Board from this obligation.

## B. Salary

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 The salary granted to an administrator on sabbatical leave shall be one-half of the salary to which he or she would be entitled if not on leave, less the regular deductions required by law, the Teachers' Pension Fund, and other deductions authorized by the professional. Salary shall be paid in accordance with the general time schedule for payment of salaries in the Plumsted Township School District.

- C. At the sole discretion of the Board of Education and upon recommendation of the Superintendent of Schools, sabbaticals may be granted as follows:
  - 1. Six months at full pay or full year at <sup>3</sup>/<sub>4</sub> pay;
  - 2. Providing the sabbatical leave is for work towards a Doctoral Degree, on a full time basis, at an accredited institution, in a related field such as administration supervision, curriculum and instruction or subject area specialty related to the applicant's position in the district.
- D. During the period of sabbatical leave of absence, personnel may not engage in any remunerative employment, except as may be approved by the Superintendent of Schools, when such employment may be in the interest of the district.
- E. The period of sabbatical leave shall count toward retirement in accordance with the rules of the Division of Pensions.
- F. It is agreed that administrators on sabbatical leave shall not be entitled to benefits delineated in Paragraph 10, above, during the duration of the sabbatical leave.
- G. The professional will submit a final written report to the Superintendent of School which will be reprinted and distributed to the Board of Education. The report will relate the ideas gained, and subsequent benefits expected therefore, and will be submitted not later than ninety days after the beginning of the school year immediately following the sabbatical leave.

## H. Sabbatical Leaves Are Designed For:

- 1. Professional improvement.
- 2. To improve professional competence so as to benefit the general efficiency of the school system.

## I. Number of Leave Authorized

Not more than one (1) administrator eligible under this contract may be granted sabbatical leave for the same year. In granting such leaves of absence, due consideration shall be given to reasonable and equitable distribution of the applicants among the different schools and departments.

In the event more than one (1) administrator of the eligible personnel of the 1 system shall apply, applicants for Doctoral study, independent research and/or 2 problem observation leaves will be given preferential treatment. At all times, the 3 needs of the school system as a whole shall be paramount. 5 J. Eligibility 6 7 Any administrator who has completed seven or more years of full-time continuous 8 satisfactory service in the Plumsted Township School District may be granted a 9 sabbatical leave upon the recommendation of the Superintendent of Schools, and 10 with the approval of the Board of Education. Such leave shall be understood to 11 include one or more of the following activities: 12 13 Study in an accredited institution of learning. 1. 14 Independent research and/or observation of problems connected with the 2. 15 schools or within the professional's area of responsibility. 16 Any other program approved by the Superintendent and the Board of 3. 17 Education. 18 19 Deductions from Salary 15. 20 21 Arrangements can be made by all employees through the Board Office to obtain 22 tax-sheltered annuities and/or government savings bonds in accordance with 23 Board policy and practice. 24 25 16. Term of Contract 26 27 It is agreed that this contract shall be in effect from July 1, 2010 to June 30, 2013 28 as a three (3) year contract. It is further agreed that the provisions of this contract 29 shall remain in effect without reduction, limitation or modification until such time 30 as a new agreement is reached between the Board and the duly authorized 31 bargaining agent for the school district administrators, or as modified in 32 accordance with Section 2.B of the contract. 33 34 35 Salary 36 37 Salary increase for each year of the contract shall be the following: 38 39 4.0 % increase to the base 2010-2011 40 4.0 % increase to the base 2011-2012 41 4.0 % increase to the base 2012-2013 42 43 Ten (10) month administrators required to work in July and August shall be 44 compensated at their current per diem rate of pay for each day worked. 45 46 Grievance Procedures 17. 47

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49 50 **Definitions** 

A.

A "grievance" is a complaint by which an employee or employees in the negotiating unit and their representatives may appeal the interpretation, application, or violations of policies, agreements and administrative decisions affecting them, except that the term "grievance" shall not apply to:

- a. Any matter for which a method of review is prescribed by law or which by law is exclusively within the discretion of the Board.
- b. Any rule or regulation of the State Department of Education or State Commissioner of Education having the force and effect of law.
- c. Any matter which according to law is beyond the scope of Board authority.

### B. Principles

- 1. A grievance to be considered under this procedure shall be presented by the grievant not later than twenty (20) school days after occurrence of the grievance, or not later than twenty (20) days after the grievant should have been aware of the occurrence. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible.
- 2. A grievant may present and process his or her grievance personally or through an appropriate representative. In either event, the grievant may be personally present at all steps of the grievance procedure. Should a grievant want to process his or her grievance personally or through an appropriate representative of his or her own choosing, he or she may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.
- 3. No reprisals shall be taken by the Board or the Administration against any participant because he/she utilizes the grievance procedure.
- 4. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his or her grievance initially at the second step of the grievance procedure.

#### C. Procedure

#### 1. STEP ONE:

a. The grievant and his/her representative may file the grievance in writing to the Superintendent. This shall be done not later than five (5) working days following the written decision of the immediate supervisor or such person acting as the immediate supervisor in the latter's absence with the written authorization of the Superintendent.

- b. The grievant and his/her representative and the Superintendent shall meet in attempt to resolve the grievance not later than five (5) working days following the date on which the grievance was filed with the Superintendent.
- c. The Superintendent shall communicate his/her decision in writing to the grievant not later than ten (10) working days after the meeting. A copy of the decision shall also be forwarded at the same time to the Grievance Committee.

#### 2. STEP TWO:

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Step One, or if the Superintendent has not communicated his/her decision in writing to the grievant as provided in Step One, the grievant and his/her representative may request a hearing with the Board or its representative(s) which shall consist of one or more persons designated by the Board. The request shall clearly explain the grievance and be made in writing not later than five (5) working days following the expiration of ten (10) working days provided in sub-section "c" of Step One.
- b. The grievant and his/her representative and the Board or its representative shall meet in an attempt to resolve the grievance not later than ten (10) working days following the date on which the grievance was filed with the Board. The grievant may have three (3) representatives present when his/her grievance is reviewed by the Board or its representative.
- c. The Board shall communicate its decision in writing to the grievant not later than fifteen (15) working days following the meeting. A copy of the decision shall also be forwarded at the same time to the Superintendent and the Grievance Committee.

#### 3. STEP THREE:

a. In the event the grievant is dissatisfied with the determination of the Board aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to arbitration. The grievant shall request in writing that the Association submit the grievance to arbitration. If the Association decides that grievance is meritorious, it may submit the grievance to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board and the Association shall mutually agree upon a longer time period within which to assert such a demand.

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- b. The Board may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Association are also applicable to the Board.
- c. The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement.
- d. The rules and regulations of the Public Employment Relations Commission shall be followed in the selection of an arbitrator.
- e. The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly, and he/she shall issue his/her decision not later than twenty (20) days from the close of hearings or if oral hearings have been waived, then from the date that the final statements and proof are submitted to him/her. The arbitrator's decision shall be in writing and shall have set forth his/her findings of facts, reasoning and conclusions on the issue submitted to the Board and the Association and shall be binding.
- f. The costs for the services of the arbitrator including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expenses.
- g. A grievance form shall contain; Grievant, position, date, submitted to, statement of grievance, relief sought, the specific contract clause or Board Policy that was violated, the date of the alleged violation, signature, and date the grievance was submitted.

#### D. Miscellaneous

All 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 this Article.

#### 18. Longevity

Administrators after completing the indicated years of active employment in the Plumsted Township School District as administrators shall receive the following longevity payment above their step on the salary guide:

4 Years	\$1,000
6 Years	\$2,000
9 Years	\$3,000

Longevity payments shall be made a part of the administrator's regular pay.

#### **DURATION**

 This Agreement shall be effective July 1, 2010 and shall continue in effect until June 30, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seals to be placed hereon.

FOR THE PLUMSTED TOWNSHIP

ADMINISTRATORS' ASSOCIATION

President

Secrétary

FOR THE PLUMSTED TOWNSHIP **BQARD OF EDUCATION** 

President

Secretary

## Salary Schedules

2010-2011												
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I			
Principal	\$101,248	\$105,040	\$108,836	\$112,632	\$117,182	\$120,978	\$124,774	\$128,529	\$132,552			
Director	\$92,204	\$95,420	\$98,632	\$101,842	\$105,430	\$108,642	\$111,852	\$115,960	\$120,550			
Assistant Principal	\$83,175	\$85,800	\$88,426	\$91,052	\$93,678	\$96,304	\$98,930	\$101,556	\$104,182			
Supervisor	\$82,741	\$84,240	\$85,800	\$87,880	\$89,960	\$92,040	\$94,120	\$96,200	\$98,280			
2011-2012												
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I			
Principal	\$101,496	\$105,297	\$109,242	\$113,189	\$117,137	\$121,869	\$125,817	\$129,765	\$133,670			
Director	\$92,660	\$95,892	\$99,237	\$102,577	\$105,916	\$109,647	\$112,988	\$116,326	\$120,598			
Assistant Principal	\$83,855	\$86,502	\$89,232	\$91,963	\$94,694	\$97,425	\$100,156	\$102,887	\$105,618			
Supervisor	\$83,418	\$86,051	\$87,610	\$89,232	\$91,395	\$93,558	\$95,721	\$97,885	\$100,048			
				2012-2013								
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I			
Principal	\$101,745	\$105,556	\$109,509	\$113,612	\$117,717	\$121,822	\$126,744	\$130,850	\$134,956			
Director	\$93,118	\$96,366	\$99,728	\$103,206	\$106,681	\$110,153	\$114,033	\$117,508	\$120,979			
Assistant Principal	\$84,540	\$87,209	\$89,962	\$92,801	\$95,642	\$98,482	\$101,322	\$104,162	\$107,002			
Supervisor	\$84,100	\$86,755	\$89,493	\$91,114	\$92,801	\$95,051	\$97,300	\$99,500	\$101,800			

If a member of the bargaining unit is off guide, they are to receive a 4% increase.