

AGREEMENT
BETWEEN THE
NEPTUNE TOWNSHIP BOARD OF EDUCATION
AND THE
NEPTUNE TOWNSHIP ADMINISTRATORS ASSOCIATION
FOR THE PERIOD
JULY 1, 2012 TO JUNE 30, 2015

ARTICLE I – RECOGNITION CLAUSE

The Neptune Township Board of Education (NTBOE) hereby recognizes the Neptune Township Administrators' Association (NTAA) as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time Principals, Vice Principals, Assistant Principals, the Administrator of Athletics and Co-Curricular Activities, Supervisors and Department Chairpersons. All other employees are excluded.

ARTICLE II – NEGOTIATIONS PROCEDURE

- A. In accordance with Public Law, Chapter 123, the NTBOE and the NTAA shall exchange proposals. The NTAA and the NTBOE shall submit proposals in accordance with the rules and regulations of PERC. The NTAA shall submit its proposal, in writing, to the Superintendent of Schools. Following submission of written proposals by the majority representative, designated representatives of the NTBOE and the NTAA shall meet thereafter at reasonable times and negotiate, in good faith, with respect to salaries and terms and conditions of employment.
- B. During negotiations, the NTBOE and the NTAA shall possess relevant data, exchange points of view and make proposals and counter proposals. In this connection, the NTBOE shall furnish the NTAA with all information in the public domain as soon as possible after the receipt of a request for data.
- C. Neither party, in any negotiations, shall have control over the selection of the negotiating representative of the other party.
- D. In accordance with State Law, the NTBOE agrees not to negotiate concerning employees in this bargaining unit with any organization, other than the NTAA, for the duration of this agreement.
- E. This agreement incorporates the prior understanding of the parties on all matters that 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 or both of the parties at the time they negotiated or executed this agreement.
- F. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be delineated in mutually acceptable language, signed by the NTBOE and the NTAA, adopted by the NTBOE and ratified by the NTAA.

ARTICLE III – GRIEVANCE PROCEDURE

A. DEFINITION

The term “grievance” means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decisions or Board Policy affecting a member or group of members.

B. PROCEDURE

1. **Filing a Grievance:** A written grievance may be filed by an individual member or group of members, or by the NTAA. Any grievance must be lodged at the proper initiating level, within thirty (30) calendar days of the event.
2. **Failure to Communicate a Decision:** Failure at any step to communicate a decision on a grievance within the specified time limitation shall constitute acceptance of the grievance as sustained. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.
3. **Informal Attempt to Resolve:** Members who have a grievance shall discuss it first with their immediate supervisor in an attempt to resolve the matter informally. However, if the grievant is the NTAA, the initial discussion shall be at the level of the Superintendent of Schools.
4. **Level One – Immediate Superior:** If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) work days, the grievance shall be set forth in writing to the immediate superior, specifying:
 - a. the nature of the grievance and article violated
 - b. the nature and extent of the injury, loss or inconvenience
 - c. the result of previous discussion
 - d. the dissatisfaction with decisions previously rendered. The immediate superior shall communicate all decisions to the grievant in writing within five (5) work days of the receipt of the written grievance.
5. **Level Two – Superintendent of Schools:** The grievant, no later than five (5) work days after receipt of the immediate superior’s decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing, reciting the matter submitted to the immediate superior as specified above and the dissatisfaction with decisions previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) work days. The Superintendent of Schools shall communicate the decision in writing to the grievant and the immediate supervisor.
6. **Level Three – Board of Education:** If the NTAA finds for continuation, a request for a finding on the part of the NTBOE will be forwarded to said Board within a period of five (5) work days with all related documentation. The NTBOE, or a committee thereof, shall

hold a hearing within fifteen (15) work days and render its decision in writing to the NTAA no later than fifteen (15) work days thereafter.

7. **Right to Representation:** Individuals shall represent themselves at the Superintendent of Schools' level. The NTAA has the right to be represented by legal counsel or representatives of the NTAA at any hearing of a grievance at the Board of Education level.

The NTBOE and the NTAA shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting the appeal with respect to personal grievances.

8. **Separate Grievance File:** All documents, communications and records dealing with the processing of the grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.
9. **Meetings and Hearings:** No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties of interest and the designated or selected representatives contemplated in this article.

ARTICLE IV – WORK DAY / WORK YEAR

- A. Members shall be required to work the district's Management Calendar, which shall not include the Winter Recess or Spring Recess. Members may participate in Professional Growth Plan activities during these Recesses and have such activities recognized as Professional Development credits.
- B. The Members shall devote the appropriate time and attention to their primary position and shall faithfully perform the duties of that position in accordance with all applicable laws, regulations, policies, and directives, as same may be amended from time to time by the State of New Jersey, the New Jersey State Board of Education, the Commissioner of Education, the Monmouth County Executive Superintendent of Schools, the Board of Education and the Superintendent of Schools. The Member is expected to attend to the business of the Board of Education as required for the smooth and efficient operation of the school district.
- C. Members shall have a mutually agreed upon job description. Any revisions to the job description shall be mutually agreed upon.

ARTICLE V – SALARIES

- A. Salary Schedules for the three years covered by this agreement are attached hereto and made a part hereof.
- B. Placement of a newly hired member on the Salary Schedule is at the discretion of the Board of Education based upon the recommendation of the Superintendent of Schools subject to the following minimum salaries; High School Principal - \$132,209, Middle School Principal -

\$124,534, Elementary Principal - \$108,882, Vice Principal and Administrator of Athletics and Co-Curricular Activities - \$103,784, Supervisor - \$82,410, Department Chairperson - \$73,039.

- C. Members who hold or attain an earned Doctoral degree in the field of education (Ed.D. or Ph.D.), from an accredited university, shall receive \$2,500 in additional salary which shall be added to the base salary, subject to the mutually accepted distribution of a settlement.
- D. Members shall be paid in equal installments on the fifteenth (15th) and the last day of each month, and may elect to receive such pay by either paper check or direct deposit to a financial institution of their choice.
- E. The members' salary payments shall be reduced by all statutory deductions and any mutually agreed upon voluntary deductions such as disability insurance and supplementary retirement contributions as instructed by the member in writing.
- F. Extra compensation opportunities, at the sole discretion of the Superintendent of Schools, may be available to Department Chairpersons. Such opportunities shall not include extensions of or be in-lieu of primary Department Chairperson responsibilities, nor be for activities directly related to the department for which the Department Chairperson is responsible, nor be for activities or responsibilities related to general Department Chairperson responsibilities.

ARTICLE VI – MEDICAL BENEFITS

- A. The NTBOE shall provide to the member a medical benefits package at the tier level (Single, Parent & Child, 2 Adults, Family) appropriate to his/her immediate family. Said package shall consist of Horizon Direct Access, Prescription (co-pays of \$10 generic, \$20 preferred brand, \$35 non-preferred brand, with one appropriate co-pay applicable to each mail order prescription), Dental and Vision coverage.
- B. Members shall contribute to the cost of said medical benefits package per the formula set forth in New Jersey P. L. 2011 Chapter 78.
- C. During any scheduled Open Enrollment period members shall have the right to “buy up” to the district’s then-current Traditional Plan coverage (medical only) by payment of the full difference in premium between the Direct Access and Traditional Plans in addition to the contribution defined in Paragraph B of this Article.
- D. During any scheduled Open Enrollment period members shall have the right to “drop down” to the district’s then-current Point-of-Service Plan coverage (medical only) in which case the member shall be entitled to a payment, based on the enrollment tier, as follows: Single - \$250.00, Parent/Child - \$500.00, 2 Adult - \$750.00, Family - \$1,000.00. Said payments will be prorated based on the length of time the member was actually enrolled in the Point-of-Service Plan, and shall be paid at the end of each school year.

- E. The member shall have the right to forego all or a portion of the medical benefits to which he/she is entitled in exchange for a cash payment. The amount of such payment and the administrative procedures for processing the waiver of medical benefits is attached to this contract as an addendum.
- F. After fifteen years of service in the Neptune Township School System and upon retirement (TPAF), members may continue enrollment in the district's then-current medical benefits package, for themselves and any eligible dependents, at the sole expense of the retired member.
- G. When a member leaves the district for any reason, benefits will cease on the last day of the month in which separation occurs.

ARTICLE VII – PAID ABSENCE DAYS

A. VACATIONS (12-Month Members Only)

- 1. Members shall receive the following vacation days:

Through ten (10) years of employment in-district: 3 weeks
 After ten (10) years of employment in-district: 4 weeks

- 2. All earned vacation must be utilized during the year after it is earned. A minimum of one (1) week must be taken during July and August. No days may be carried over into the following school year.
- 3. Members may take vacation days during the school year with the approval of the Superintendent of Schools. No vacation days will be approved by the Superintendent of Schools during the five (5) work days before and after school opens or the five (5) work days before and after school closes in each school year.
- 4. Members separating from the district, for any reason, who have accumulated or earned vacation days shall be required to use said days as terminal vacation unless another arrangement is mutually agreed to between the member and the Superintendent.

B. PERSONAL ILLNESS

- 1. During each school year, all 12-month members covered under this Agreement shall be entitled to fifteen (15) Personal Illness Days (accumulative) with full pay. 10-month members shall be entitled to twelve (12) Personal Illness Days (accumulative) with full pay.
- 2. During the first year of employment the initial allocation of Personal Illness days shall be prorated from the date of hire. For 12-month employees the rate shall be 1.25 days for each month of employment, and for 10-month employees the rate shall be 1.2 days for each month of employment.

3. In accordance with NJSA 18A:30-3.2, at initial hire, the NTBOE shall grant the transfer of up to sixty (60) days credit for unused sick leave days that have been accumulated in another N.J. Public School District.
4. A member may not increase his/her sick leave bank by more than fifteen (15) days in any one school year. Any unused personal business days that, in any one year, would cause an individual's accumulated sick bank to increase by more than fifteen (15) days shall be accumulated in a separate bank of days, not usable by the member while actively employed, but said days shall be added to the member's total accumulated days for payment for unused sick leave at retirement pursuant to the terms of this agreement.
5. The Superintendent may request physician certification for any illness exceeding three (3) consecutive days.

C. FAMILY ILLNESS

1. During each school year, all members covered under this Agreement shall be entitled to three (3) Family Illness Days (non-accumulative) with full pay. Said days are to be used for absence due to illness in the member's immediate and stepfamily which includes; wife, husband, child, mother, father, mother-in-law, father-in-law, sister, or brother. Members may be granted one (1) day's absence, at the discretion of the Superintendent, for illness of a person not included in the specific immediate and stepfamily as listed.
2. During the first year of employment the initial allocation of Family Illness Days shall be prorated from the date of hire at the rate of 1 day for each full 4 month period remaining in the 12 month work year.

D. PERSONAL BUSINESS

1. During each school year, all members covered under this Agreement shall be entitled to four (4) Personal Business Days (non-accumulative) with full pay. The request for use of said days shall be submitted not less than five (5) calendar days in advance of the intended day of absence. Requests not falling within this period of time shall be deemed an "emergency" and the responsible administrator shall use his/her discretion in approving or denying the request. When the request is denied the member shall be advised of the reason for said denial in writing.
2. During the first year of employment the initial allocation of Personal Business Days shall be prorated from the date of hire at the rate of 1 day for each full 3 month period remaining in the 12 month work year.
3. Leave will not be granted the day preceding or the day following a Board approved holiday, recess, or in-service workshop, except in case of religious observance.
4. Members may utilize Personal Days for religious holidays up to and including their maximum allotment.

5. Any Personal Business Days not used during the school year shall be added to the member's bank of Personal Illness Days, subject to the limitation noted in B4 of this Article.

E. DEATH IN FAMILY

During each school year, all members covered under this Agreement shall be entitled to five (5) Death in Family days per occurrence, not cumulative, upon approval of the Superintendent of Schools. Said days may be used in the event of a death in the immediate family and stepfamily, which includes; wife, husband, child, mother, father, mother-in-law, father-in-law, sister, or brother. Members may be granted one (1) day of absence, at the discretion of the Superintendent of Schools for death of a person not included in the specific immediate and stepfamily as listed. Verification of the reasons for such request may be required by the Superintendent of Schools.

F. JURY DUTY OR COURT SUMMONS

Absences for Jury Duty shall not be deducted from the member's bank of paid absence days. Absences for a Court Summons shall not be deducted from the member's bank of paid absence days provided the member is required to be in court on behalf of the NTBOE.

G. EXHAUSTION OF PAID ABSENCE DAYS

Members who exhaust all current and accumulated sick leave and who have personal and/or vacation days available shall utilize those day, in that order, prior to any docking for continued absences.

ARTICLE VIII - LEAVES OF ABSENCE

A. MATERNITY LEAVE

1. Members shall be entitled to Maternity Leave as follows:

Disability Phase - that period of time, both four (4) weeks prenatal and four (4) weeks postnatal when the member is presumed to be unable to perform her normal duties. The disability phase may be extended when a physician certifies an inability to work. The member shall be entitled to utilize Personal Illness Days during this phase.

Child Care Phase - that period of time beyond the period of disability associated with the birth, during which the member chooses to remain out of work to care for and bond with the child. This phase may extend through the end of the school year during which the birth took place. This phase of the leave shall be unpaid.

2. Requests for Maternity Leave, or modifications thereto, shall be submitted to the Superintendent no less than sixty (60) days in advance of the anticipated first day of absence unless precluded by the early onset of a related disability.

3. In order to advance on the Salary Schedule upon return to work the member must have been in an active employment status not less than seven full months of the twelve month work year immediately preceding the leave.
4. Members are entitled to a Child Care Phase leave for the adoption of an infant child. In such cases the leave shall commence upon receipt of de facto custody of the child, or earlier if necessary to fulfill the requirements of the adoption.

B. PROFESSIONAL LEAVE

1. Leaves of absence without pay may be granted by the NTBOE to Principal and Supervisor members for the following reasons:
 - a. approved study
 - b. approved travel
 - c. exchange with administrators in another school system
 - d. participation in a Fellowship of a National Science Foundation or related organizations
 - e. service in the Peace Corps.
2. Leave of Absence without pay shall pertain only to those members in the Neptune Township School District who have attained tenure status and whose proficiency and efficiency ratings entitle said members to such consideration.
3. Requests for Leave Without Pay shall be made to the Superintendent of Schools in writing, stating full particulars of the request, no later than March 1st of the school year previous to the school year for which the leave is requested excepting where emergency conditions prevail, and in such instances, the Superintendent of Schools shall exercise discretion in granting approval.
4. Such Leave Without Pay, when granted, shall not exceed a maximum period of one (1) school year.
5. All requests for Leave Without Pay, when properly submitted and when judged to meet the requirements as set forth in this policy section, shall be approved by the Superintendent of Schools and recommended to the Education Committee of the Board of Education for action.
6. Members returning from Leave for any of the above reasons shall be placed on the Salary Schedule in the position they would have attained had they remained in the school system.
7. Such leave, when granted, shall not constitute a lapse of tenure service, provided that the policy as set forth in the above rules is fully complied with.

C. ADMINISTRATION OF LEAVES

1. The use of FMLA, NJFLA and other district paid absence entitlements, for the same cause or event, shall run concurrently with any leaves granted under these provisions.
2. The NTBOE will pay its share of medical benefits costs only during paid leaves of absence or during unpaid leaves of absence when required by FMLA or NJFLA.
3. The Board of Education reserves the right to adjust the return date from leaves of absence to a natural break or appropriate date during the school year.

ARTICLE IX – OTHER BENEFITS

- A. Each 12- month principal or supervisor member shall be entitled to an annual allowance of \$2,000 and each department chairperson unit member shall be entitled to an annual allowance of \$1,000, which may be used for any combination of professional dues, professional development, coursework, mentoring, and/or convention expenses subject to the accountability regulations. In the case of department chairpersons travel under this provision shall be limited to the tri-state area.
- B. Members shall be entitled to reimbursement of business related travel at the State approved rate.
- C. The NTBOE will not fund training for certificated personnel that is required by law for that employee to maintain or retain his/her certification or position.
- D. 10-month members, if approved to work during the summer months, shall be compensated at the Administrative Substitute Rate.
- E. Unused Personal Illness Days Upon Retirement

Members covered by this Agreement shall be entitled to payment for accrued and unused Personal Illness days solely on the following basis:

1. Member shall have been employed by the district for not less than fifteen (15) years and shall be retiring as defined by the Teachers Pension and Annuity Fund.
2. The member's initial entitlement shall be calculated by multiplying 30% of the member's accrued and unused Personal Illness days by the member's per diem rate of pay (1/240th of the annual salary in effect at the time of the separation).
3. The member's actual entitlement shall be the lesser of; the initial entitlement as defined above, \$29,000.00 for principals or \$23,000.00 for supervisors or department chairpersons, or the maximum amount allowed by the State.
4. Payment of the actual entitlement shall be made to a 403b account. The disbursement shall be made within sixty (60) days of the member's actual retirement date.

ARTICLE X - EVALUATIONS

A. RIGHT TO FULL KNOWLEDGE

The Board of Education and the Superintendent of Schools subscribe to the principle that members have the right to full knowledge regarding the judgment of their superiors respecting the effectiveness of their performance and further, that they are entitled to receive such recommendations that will assist them in increasing the effectiveness of their performance.

ARTICLE XI - MISCELLANEOUS PROVISIONS

A. PROCEDURES FOR HAZARDOUS CONDITIONS

The Board of Education in consultation with the Association shall establish written policies and procedures for handling emergency situations. In the event an emergency situation arises that is not covered by written policy, members shall have the authority to make any decisions deemed necessary for the safety and welfare of the students.

B. SELECTION OF PERSONNEL

The members may recommend candidates to the Superintendent of Schools for appointment to all professional and non-instructional positions in their building.

C. REQUEST FOR INFORMATION

The Board agrees to furnish all information available as a public record when requested through an Association representative.

DURATION OF AGREEMENT

This agreement shall be in effect July 1, 2012 through June 30, 2015.

This agreement shall not be modified except by written agreement between the parties.

In witness whereof, the parties have caused their respective signatures to be affixed this

26th of September, 2012.

For the Board:

John E. Warrick Sr.
President

Paul J. Leonard
Board Secretary

Date

For the Administrators' Association:

Carlene M. Rogo
President

[Signature]

9/26/12
Date

**Neptune Township Administrators Association
Salary Schedule
2012-2015**

	FY '13	FY '14	FY '15
Alfone, Mark K.	145,262	147,989	150,589
Allen, Richard	153,647	156,457	159,057
Burns, Lori	105,000	107,324	109,924
Hawkins, Tatania	121,630	124,120	126,720
Millaway, Sally	137,434	140,082	142,682
Nulle, James	129,596	132,166	134,766
Rogo, Arlene M.	160,860	163,743	166,342
Saponaro, Donato	118,967	121,431	124,030
Smurro, Michael (10 mo)	80,000	82,074	84,674
Terrell, Jerard L.	129,596	132,166	134,766
Whitson, James	126,644	129,185	131,784
Wilkinson, Marjorie	116,291	118,728	121,328
Yennella, Benedict P.	150,541	153,320	155,920
Thomsen, Kathleen	96,489	98,728	101,328
Demery, Lakeda	83,383	85,055	86,766
Fiorillo, Michael	83,383	85,055	86,766
Kolinofsky, Charles	84,607	86,292	88,002
Loveland, Joshua	83,383	85,055	86,766
Reinhardt, Dawn	81,748	83,404	85,115
Stephenson, Tara	83,383	85,055	86,766
Wells, Candice	83,383	85,055	86,766
Wilkins, Hillary	85,933	87,631	89,341
Young, Cheryl	83,383	85,055	86,766

10/31/2012

**ADDENDUM II
HEALTH BENEFIT WAIVER PROGRAM**

Waiver Payments

<u>From</u>	<u>To</u>	<u>Or</u>
Single	_____ No Coverage (\$2,500)	N/A
Parent & Child	_____ No Coverage (\$3,350)	_____ Single Coverage (\$1,500)
2 Adult	_____ No Coverage (\$5,000)	_____ Single Coverage (\$2,500)
Family	_____ No Coverage (\$5,500)	_____ Single Coverage (\$2,750)
Family	_____ Parent & Child (\$2,500)	

Waiver Terms

- An employee may elect to forego all or portion of their health benefit coverage for a full school year and instead receive a cash payment as defined in the applicable employment contract. Payment will be made to the employee by June 30 at the end of the health benefit contract year.
- Payment shall be made pursuant to an IRS 125 plan.
- The employee must have health benefits from a spouse or other source.
- Proof of this coverage must be presented to the Business Administrator each time the employee seeks to renew their opt-out.
- Opt-out is required on a yearly basis. If the employee does not file to opt out they are automatically entitled to enroll/reenroll at the benefit level in which they were previously enrolled and/or to which they are entitled. It will not be necessary for any employee or their family members to complete a Statement of Health, or have any proof of insurability to restore coverage.
- An employee who has waived all or a portion of their health benefit coverage will be allowed to restore such coverage on an immediate basis without completing a Statement of Health or having any proof of insurability for the employee or his/her family in the event of a hardship or life altering event, which includes, but not limited to, the following examples: termination of employment, legal separation, group contract/policy terminated, disability of spouse which eliminates benefits, divorce, death of spouse, or military discharge.
- If an employee opts to return to the health benefit coverage during the school year, the opt out payment will be prorated accordingly.
- Any tax liability for the opt-out monies received shall be the responsibility of the employee.