

**AGREEMENT**

**BETWEEN**

**FREEHOLD TOWNSHIP BOARD OF EDUCATION**

**AND**

**FREEHOLD TOWNSHIP ADMINISTRATORS ASSOCIATION**

**JULY 1, 2008 THROUGH JUNE 30, 2011**

## TABLE OF CONTENTS

### ARTICLE

THE PREAMBLE	
I	RECOGNITION..... 1
II	NEGOTIATION PROCEDURE..... 1
III	GRIEVANCE PROCEDURE..... 2
IV	ADMINISTRATOR/SUPERVISOR RIGHTS..... 3
V	INSURANCE COVERAGES..... 4
VI	VACATIONS..... 4
VII	COURSE REIMBURSEMENT..... 5
VIII	TRAVEL AND MEAL ALLOWANCE..... 5
IX	TEMPORARY DAYS OFF..... 5
X	SICK DAYS..... 6
XI	PROFESSIONAL DUES..... 6
XII	SABBATICAL LEAVE..... 6
XIII	LEAVE OF ABSENCE..... 6
XIV	CONVENTION EXPENSES..... 9
XV	SALARY..... 9
	SALARY GUIDES 2008 – 2011..... 9
XVI	MISCELLANEOUS..... 10
XVII	SEPARABILITY AND SAVINGS..... 11
XVIII	FULLY BARGAINED PROVISIONS..... 11
XIX	DURATION OF AGREEMENT..... 12

## **THE PREAMBLE**

This Agreement is entered into this 11<sup>th</sup> day of November 2008, by and between the Freehold Township Board of Education, hereinafter called the "Board", and the Freehold Township Administrators Association, hereinafter called the "Association."

## **ARTICLE I RECOGNITION**

- A. The Board recognizes the Freehold Township Administrators Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for all certified administrative personnel, employed by the Board, with the exception of the Supervisor of Human Resources, whether under contract or on approved leave, including:

Principals  
Assistant Principals  
Directors  
Supervisors

- B. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.
- C. Unless otherwise indicated, the term Administrator/Supervisor, when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

## **ARTICLE II NEGOTIATION PROCEDURE**

- A. Proposals suggested by the Association for negotiation will be submitted in writing to the Superintendent of Schools, or his/her designee, no later than the date specified by law. The request shall contain, in so far as possible, a listing of all requests to be considered in negotiations.
- B. The board shall convene a meeting by the date specified by law for the purpose of conducting negotiations.
- C. At the end of each negotiating session, the parties shall identify all items tentatively agreed upon at that session. The information shall be put in writing and initialed by the parties at the start of the next negotiating session. Copies shall be prepared for each party and these shall represent the official progress made toward a complete contract.

- D. Any Agreements so negotiated shall be reduced to writing within fifteen (15) days of the signing of the Memorandum of Agreement and submitted for ratification not more than forty-five (45) days after the signing of the Memorandum of Agreement.
- E. This Agreement shall not be modified in whole or in part except by an instrument in writing executed by both parties.

**ARTICLE III  
GRIEVANCE PROCEDURE**

A. DEFINITION

A grievance is to be defined as a complaint, dispute or controversy arising on or after the execution date of this Agreement, and solely between the Board and the Association or an employee covered by the Agreement, involving questions regarding the interpretation or application of any of the expressed written provisions of this Agreement, or questions relating to terms and conditions of employment.

B. PURPOSE

The purpose of this procedure is to secure equitable solutions to the problems which may from time to time arise and affect the welfare or terms and conditions of employment of Association members. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

It is understood and agreed that both the Board and the Association have the right to utilize all provisions of this ARTICLE and that grievances may be processed either by the employee who has been aggrieved or by the Board or the Association.

C. PROCEDURE

A grievance to be considered under this ARTICLE must be initiated by the grievant within ten (10) working days from the time of its occurrence. A grievance will be considered initiated when a grievant discusses the grievance with his/her immediate superior. At this meeting with the immediate superior, the Administrator/Supervisor must inform the superior in writing that this conference may be the first step of the grievance procedure. If the grievance is not resolved within five (5) working days after the discussion, the grievance shall be submitted in writing to the Superintendent of Schools, or his/her designee by the grievant. The Superintendent or his/her designee shall schedule a hearing with the grievant within five (5) working days after receipt of the written grievance. If the grievance is not resolved within ten (10) working days after the hearing, the Superintendent or his/her designee shall schedule a hearing with the Board within thirty (30) working days after his/her decision has been communicated to the grievant. The Board shall communicate its decision to the grievant within ten (10) working days after the hearing.

- D. If the grievant is not satisfied with the disposition of the grievance at the Board level, and the grievance involves an alleged violation of this Agreement only and the employee wishes to pursue this matter further, a notice to proceed to arbitration shall be given to the Board through the Superintendent within fifteen (15) days after the receipt of the decision which is being appealed. The appealing party shall file a Request for an Arbitrator, subject to the rules of the New Jersey Public Employment commission within five (5) days of the Notification of Appeal to Arbitration.
- E. The arbitrator shall proceed with a hearing and submit a written decision in the shortest possible time setting forth his/her findings of fact, reasoning and conclusions on the issue(s) submitted. The decision of the arbitrator shall be submitted in writing to the Board and the Association and shall be final and binding on both parties. The arbitrator shall be without power to alter, amend or modify the terms of this Agreement. In addition, the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- F. The costs for the services of the arbitrator shall be borne by the losing party to the arbitration. Any other expenses incurred shall be paid by the party incurring the same.

#### **ARTICLE IV ADMINISTRATOR/SUPERVISOR RIGHTS**

- A. The Board and the Association recognize the right of the Administrator/Supervisor to form, join and assist this employee organization or to refrain from any such activity.
- B. The Board and the Association agree that there shall be no reprisal of any kind taken against any Administrator/Supervisor by the reason of his/her membership in or refusal to join the Association.
- C. Whenever any employee is required to appear before the Superintendent, Board or any committee concerning a disciplinary hearing, then he/she shall be given prior written notice of the reasons for such meeting or interview. This meeting should be scheduled within a reasonable amount of time which is mutually convenient. The employee shall, at his/her option, be entitled to have a representative present to advise him/her and to represent him/her at all meetings including instances when the employee is required to appear before the Board.

This procedure is not meant to restrict, limit, or bypass the provisions of New Jersey Statutes Title 18A:6-10.

**ARTICLE V  
INSURANCE COVERAGES**

**MEDICAL INSURANCE**

- A. The Board agrees to provide individual and family coverage from a health insurance carrier and a dental insurance carrier which shall be equal to or better than the coverage in effect June 30, 2008.
- B. The Board agrees to pay full premium for each employee and the family plan, where appropriate, for health and dental insurance.
  - 1. The Board reserves the right to change medical carriers. If any such change is contemplated, the Association will be given notification ninety days prior to such change. If the change is grieved, the complaint would go directly to binding arbitration.
  - 2. The Board reserves the right to change dental carriers. If such a change is contemplated, the Association will be given notification ninety days prior to such change. If the change is grieved, the complaint would go directly to binding arbitration.
  - 3. The Board agrees to add "Domestic Partners" as eligible dependents for health and dental insurance.

**DISABILITY INSURANCE**

- C. Paid long-term disability insurance is provided for all Association members through the Standard Insurance Company.

Cost to BOE	.510% of each insured members monthly pre-disability earnings
Benefit start	90 calendar days after date of disability
Benefit formula	66-2/3% of your pre-disability earnings, to a maximum benefit of \$10,000 per month
Benefit Period	To age 65
Survivor benefit	Lump sum equal to 3 times the LTD monthly benefit
Rehabilitation plan benefit	To pay for some or all of the expenses incurred by disabled employee in connection with approved training and education, family care, and job-related and job search expenses
Reasonable accommodation expense benefit	To help employers return employees with disabilities to active work by reimbursing up to \$25,000 for worksite modifications

**AT RETIREMENT**

- D. An Administrator/Supervisor may continue to participate in the medical and/or dental insurance plans at his/her own expense. The extent of this provision is cited in C.O.B.R.A. and/or legislation.

**ARTICLE VI  
VACATIONS**

- A. Holidays – 20 per year  
A mutually agreeable holiday schedule will be established between the Superintendent and the F.T.A.A. A total of 5 days per year will be treated as floating holidays.
  
- B. Vacation Days – 20/YR
  1. For 12-month administrators, vacation is to be taken primarily during the months of July and August. A schedule of anticipated vacation days shall be given to the Superintendent prior to the summer.
  2. Vacation days may be taken during the time school is in session with prior approval of the Superintendent or his/her designee.
  3. A total of 10 unused vacation days may be carried from the current school year to the next school year with the Superintendent's approval.
  4. Unused vacation days in excess of ten (10) will be converted to sick days with no cumulative limit.
  5. Upon retirement or leaving the district, any unused vacation days will be reimbursed at the individual's per diem rate.

**ARTICLE VII  
COURSE REIMBURSEMENT**

With prior approval of the Superintendent or his/her designee, Administrators/Supervisors will be reimbursed for graduate level courses at an accredited institution of the administrator's choice at the full per credit cost of the course.

**ARTICLE VIII  
TRAVEL AND MEAL ALLOWANCE**

- A. Administrators/Supervisors using their personal automobiles for school business will be reimbursed at the Board approved mileage allowance rate. The rate per mile equals the rate established by the state.
  
- B. Whenever an Administrator/Supervisor is required to attend an evening meeting that is beyond the normal responsibilities of his/her assignment (public board meetings or committee meetings), the Administrator/Supervisor may apply either for mileage reimbursement or a meal allowance. The maximum meal allowance will be set by the Board.

**ARTICLE IX  
TEMPORARY DAYS OFF**

- A. Administrators/Supervisors are entitled to three (3) business, personal or emergency days per school year. Unused days will accumulate to a maximum of five (5).

- B. Should the allocation of business, personal or emergency days be used and an Administrator/Supervisor is required to attend a court session, the Superintendent, at his/her discretion, may grant additional days.
- C. Bereavement days will be granted up to a maximum of five (5) days, including the day of the funeral, to be taken within seven calendar days, for the death of a spouse, father, mother, father-in-law, mother-in-law, step-father, step-mother, son, daughter, son-in-law, daughter-in-law, step-daughter, step-son, sister, brother, sister-in-law, brother-in-law, grandmother, grandfather, or grandchild of the Administrator/Supervisor and for such persons or person residing within the Administrator's/Supervisor's immediate household. Additional days may be granted by the Superintendent to settle legal issues related to the death of those referenced above.

**ARTICLE X  
SICK DAYS**

- A. Twelve month Administrators/Supervisors are entitled to thirteen (13) sick days per school year. Unused days will accumulate without limit.
- B. Upon retirement or when leaving the district, an Administrator/Supervisor may be entitled to receive payment for unused sick days. In order to qualify for this provision, an Administrator/Supervisor must be retiring under the TPAF retirement system after serving the system for a minimum of ten years, or be leaving the Freehold Township Schools after ten years of service in the Freehold Township Schools. In order to eligible, notification of intent to leave or retire must be received by December 31, prior to the calendar year of leaving. The Board may waive this requirement in the case of extenuating circumstances.

For Administrators and Supervisors the current maximum reimbursement is

2008/2009	\$18,000.00 -	\$125.00/day
2009/2010	\$18,000.00 -	\$125.00/day
2010/2011	\$18,000.00 -	\$125.00/day

**ARTICLE XI  
PROFESSIONAL DUES**

All Administrators/Supervisors will be reimbursed for professional dues at the maximum annual amount established for basic P.S.A. dues plus one other professional organization of their choice. In addition, the Superintendent will develop a list of approved educational organizations. Fees for these organizations will be paid through accounts designated for subscriptions.



**ARTICLE XII  
SABBATIAL LEAVE**

Administrators/Supervisors may apply for a sabbatical leave. Individual requests will be considered by the Board on a case-by-case basis. There is no course reimbursement entitlement during the leave, although the Board will continue to pay for medical, dental and disability premiums. The year on sabbatical leave will count as a year of experience in the district.

**ARTICLE XIII  
LEAVE OF ABSENCE**

- A. An employee may request and the Board may grant, at its discretion, an unpaid leave of absence not to exceed one calendar year, inclusive of unpaid family leave for which employees may be eligible under the Family Leave Act, N.J.S.A. 34:11b-1, et seq.
  
- B. All pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth.
  - 1. Maternity leave shall be granted subject to the following conditions:
    - a. An employee shall notify the Superintendent of her pregnancy by the end of the first trimester.
    - b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
    - c. Exact dates of the leave will be mutually arranged with the Superintendent. Where medically contradicted, the parties shall arrange other leave dates in consideration of both medical evidence and administrative feasibility.
    - d. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.
  
  - 2. The disability period as certified jointly by the employee and the Board's physician may be treated as compensable sick leave time at the option of the employee. In the event the employee's physician and the school physician of the Board of Education do not agree, then the employee and the Board shall mutually agree upon the appointment of an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to perform work duties. In the event of the inability of the employee and the Board to agree upon the appointment of the third physician, such appointment shall be made by the Monmouth County Medical Society. The expense of any examination by an impartial third physician shall be shared equally by the employee and the Board.
  
  - 3. An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy related disability. For the purpose of child care, an eligible employee may extend her

unpaid leave through the Family Leave Act, N.J.S.A. 34:11B-1, et. seq. The employee will be expected to request extended leave a minimum of two months prior to the end of the current leave, except when medical considerations occurring during the last two necessitate extending the leave. In any event, the employee will be expected to return no later than two (2) years from the date of the delivery of the child, including the balance of the semester in which the child is born.

4. The leave of absence granted a non-tenured employee hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
5. Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, on or before March 1 of the school year in which the employee desires to return from said maternity leave, the employee shall indicate to the Board in writing that she intends to return to work the following July 1. Failure to so notify the Board will be deemed to be a waiver by the employee of her right to return from maternity leave that year.
6. The time spent on maternity leave shall not count toward fulfillment of the time requirements for acquiring tenure, nor shall it count toward placement on the salary guide or for seniority.
7. No employee shall be removed from her position during pregnancy except upon one of the following:
  - a. The Board has found her performance has substantially declined from the time immediately prior to her pregnancy.
  - b. Her physical and/or emotional condition or capacity is such that her health would be impaired if she were to continue working, and which physical capacity shall be deemed to exist if:
    - (1) The pregnant employee fails to produce a certification when requested by the Administration from her physician that she is medically able to continue working, or
    - (2) The Board's physician and the employee's physician agree that she cannot continue working, or
    - (3) Following any difference of medical opinion between the Board's physician and the employee's physician, a physician selected jointly by the Board and the employee shall render a binding opinion on the physical capacity to continue working. The expense of any examination by the impartial third physician under this paragraph shall be shared equally by the employee and the Board.

**ARTICLE XIV  
CONVENTION EXPENSES**

The Board will consider requests from Administrators/Supervisors to attend state or national conventions.

**ARTICLE XV  
SALARY**

The Board covenants and agrees to pay Association members' salaries in accordance with the salary guides annexed hereto and made a part hereof. The guides are based on a 4.5% increase in the base salary for each year of the contract.

Principal/Director		Assistant Principal/Supervisor	
Step	2008-2009	Step	2008-2009
1	\$111,523	1	\$84,358
2	\$114,092	2	\$86,382
3	\$117,230	3	\$88,502
4	\$119,434	4	\$90,612
5	\$121,638	5	\$92,722
6	\$123,937	6	\$95,020
7	\$126,183	7	\$97,497
8	\$129,342	8	\$101,213
9	\$132,984	9	\$104,005
OG1	\$133,367 For those at Step 9 in 2007-2008	OG1	\$109,887 For those at Step 9 in 2007-2008
OG2	\$146,736 For those at Step 9L in 2007- 2008		

Principal/Director		Assistant Principal/Supervisor	
Step	2009-2010	Step	2009-2010
1	\$114,311	1	\$86,466
2	\$116,969	2	\$88,477
3	\$119,663	3	\$90,600
4	\$122,955	4	\$92,824
5	\$125,266	5	\$95,037
6	\$127,578	6	\$97,250
7	\$129,989	7	\$99,661
8	\$132,345	8	\$102,259
9	\$135,659	9	\$106,156
OG1	\$137,367 For those at Step 9 in 2007-2008	OG1	\$108,005 For those at Step 9 in 2008-2009
OG2	\$150,735 For those at 9L in 2007-2008	OG2	\$113,887 For those at OG1 in 2008-2009

Principal/Director		Assistant Principal/Supervisor	
Step	2010-2011	Step	2010-2011
1	\$116,997	1	\$88,498
2	\$119,823	2	\$90,636
3	\$122,609	3	\$92,743
4	\$125,433	4	\$94,969
5	\$128,883	5	\$97,300
6	\$131,307	6	\$99,620
7	\$133,730	7	\$101,939
8	\$136,257	8	\$104,466
9	\$138,727	9	\$107,189
OG1	\$141,367 For those at Step 9 2007-2008	OG1	\$112,005 For those at Step 9 in 2008-2010
OG2	\$154,735 For those at 9L in 2007-2008	OG2	\$117,887 For those at OG1 in 2008-2009

**ARTICLE XVI  
MISCELLANEOUS**

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of each party shall clearly exemplify that there is no discrimination in the treatment of employees or pupils in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex or sexual orientation.
- B. Copies of this Agreement shall be reproduced and the expense shall be equally shared between the parties. The Agreement shall be reproduced no later than sixty (60) days after it has been signed, and copies shall be made available to all individuals now employed or hereafter employed in the negotiations unit for whom the Association is authorized to negotiate in accordance with ARTICLE I, RECOGNITION, of this Agreement.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified or registered mail at the following addresses:

If by the Association to the Board:  
Freehold Township Board of Education  
384 West Main Street  
Freehold, New Jersey 07728

If by the Board to the Association:  
Rebecca Winters  
Freehold Township Board of Education  
384 West Main Street  
Freehold, New Jersey 07728

- D. The Association shall notify the Board within ten (10) calendar days after any election or appointment of the names of all of its officers, executive committee and members of the negotiations committee.

**ARTICLE XVII  
SEPARABILITY AND SAVINGS**

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XVIII  
FULLY-BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 signed this Agreement.


**ARTICLE XIX  
DURATION OF AGREEMENT**

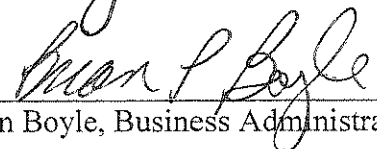
This Agreement shall be in force and effect as of July 1, 2008, and shall remain in full force and effect through June 30, 2011. Thereafter, if no such notice and proposals are received by December 1, 2010, the Agreement shall continue in effect from year to year after June 30, 2011, subject to modification, change or termination by either party upon written notice prior to December 1, of any subsequent year.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries, and their respective corporate seals affixed hereto, at Freehold, New Jersey, this 11<sup>th</sup> day of November, 2008.

**FREEHOLD TOWNSHIP BOARD OF EDUCATION**

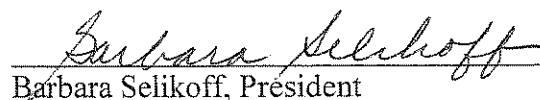
By:

  
\_\_\_\_\_  
Mindy Wille, President

  
\_\_\_\_\_  
Brian Boyle, Business Administrator/Board Secretary

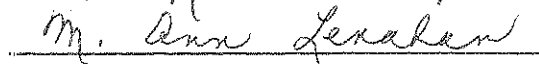
**FREEHOLD TOWNSHIP ADMINISTRATORS ASSOCIATION**

By:

  
\_\_\_\_\_  
Barbara Selikoff, President

  
\_\_\_\_\_  
Rebecca Winters, Secretary

Subscribed and sworn to before me  
this day of November 11, 2008.

  
\_\_\_\_\_

**M. ANN LENAHAAN**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 3/21/2011