

**AGREEMENT**

**BETWEEN**

**FREEHOLD TOWNSHIP BOARD OF EDUCATION**

**AND**

**FREEHOLD TOWNSHIP ADMINISTRATORS ASSOCIATION**

**JULY 1, 2014 – JUNE 30, 2017**

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## THE PREAMBLE

This Agreement is entered into this 24<sup>th</sup> day of August 2014, 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 administrator in charge 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.

The term "Association" as referred to hereinafter in this Agreement shall refer to the Freehold Township Administrators Association.

## 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 violates 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, 2017.
- B. The base health insurance plan provided to unit members shall be the Direct 15 Health Insurance Plan. Any members may opt to enroll in other health insurance plans offered by the District. Any members may opt to enroll in other health insurance plans offered by the district. Members may opt out of medical coverage if covered under another plan and be reimbursed 25% of the premium of their respective coverage up to a maximum of \$5,000.
  - 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.
  - 4. Bargaining unit members shall contribute toward the cost of medical, prescription, dental, and vision coverage at the rate set forth in P.L. 2011, c.78.

**DISABILITY INSURANCE**

- C. Paid disability insurance as provided under policy 128148-A administered by The Standard. The description of this plan is covered in the policy documents on file in the Business Office. The coverage is as follows:

|                        |   |
|------------------------|---|
| Eligibility            | Administrators working 30 hours per week.             |
| Benefit                | 66 2/3% up to a maximum benefit of \$10,000 per month |
| Benefit Waiting Period | 90 days   |
| Maximum Benefit Period | To age 65   |
| Own Occupation Period  | Entire benefit period                                 |
| Social Security Offset | Full family   |
| Survivor Benefit       | 3 times the monthly LTD benefit                       |

**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 – Members will work the school calendar as approved by the Board each year.
- 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.
6. During the first year of employment, employee shall accrue one (1) day per month for the first ten (10) months of employment.
7. Employees hired before July 1, 2007 shall use vacation days during the year following the year of accrual. Employees hired on or after July 1, 2007, shall use vacation days during the year of accrual.

Upon separation of service, reimbursement for unused vacation days will be as follows:

Staff hired *after* July 1, 2007 will be compensated for any unused days credited to them in the year of separation plus any unused days carried over from the pervious year.

Staff hired *before* July 1, 2007 will be compensated for any unused days accrued and credited to their balance from the pervious year and any unused days accrued during the year of separation plus any unused days carried over from a previous year.

## 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.

### A. COURSE REIMBURSEMENT

1. Course reimbursement allocations shall be capped at \$60,000 per year.
2. The formula for reimbursement will be as follows:
  - a. The total cost of all approved courses for the summer session and the following fall and spring semesters will be determined by adding the actual cost of credits for all courses.

- b. If the total cost of all approved courses (as determined in #1 above) is less than or equal to the allocated amount, reimbursement will be at the actual cost per credit.
  - c. If the total cost of all approved courses (as determined in #1 above) is greater than the allocated amount, then the allocated amount will be distributed on a first-come, first-paid basis with reimbursement at the actual cost per credit. The last course in for approval will be paid from funds remaining after all other approved have been paid.
3. Reimbursement shall be provided for:
    - a. Pre-matriculation courses required by the university.
    - b. Courses required to matriculate for a graduate degree taken in the field of their professional assignment to a maximum of twenty-four (24) credits per fiscal year. Reimbursement will be paid as follows: none the first year of employment; a maximum of six (6) credits the second year; a maximum of nine (9) credits the third year; and twenty-four (24) credits per year thereafter.
    - c. Courses taken to improve an administrator/supervisor's skill within the area of his/her assignment with prior approval granted by the Superintendent or his/her designee.
  4. Application must be submitted on the appropriate form to the Superintendent or the Superintendent's designee within the school year (July 1 - June 30) in which the course was taken.
  5. Upon the satisfactory completion of the course or courses, the administrator/supervisor shall submit to the Superintendent or his/her designee an official copy of his/her academic record from an accredited college or university.
  6. Payment will be authorized by the Board at the meeting following the submission of the academic record.
  7. Employees seeking tuition reimbursement shall be required to continue employment with the Freehold Township Board of Education for a minimum of two years following the date of reimbursement. Failure to abide by this provision will result in the professional reimbursing the Board of Education for the tuition payment.

#### **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:

|           |               |              |
|-----------|---------------|--------------|
| 2014/2015 | \$15,000.00 - | \$125.00/day |
| 2015/2016 | \$15,000.00 - | \$125.00/day |
| 2016/2017 | \$15,000.00 - | \$125.00/day |

The maximum reimbursement for sick days is \$15,000. Existing members who have reached the \$18,000 maximum by June 30, 2014 will be grandfathered to receive the \$18,000 maximum reimbursement.

**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 SABBATICAL 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 one (1) year from the date of the delivery of the child.
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**

A. The Board covenants and agrees to pay Association members' salaries in accordance with the salary ranges annexed hereto and made a part hereof. Members will receive a 2% salary increase annually until they reach the top of the salary range.

1. The salary range for principals/directors will be \$119,882 - \$142,690
2. The salary range for assistant principals/supervisors will be \$89,453 - \$116,165.
3. After members reach the top of the salary range, they will not receive a salary increase, but will receive longevity. Members will receive longevity at the rate of \$100 per year as a member of the association with a maximum of \$2,000 per year.

B. In addition, members may earn performance incentives as follows:

1. Each member will be eligible to receive a maximum of \$4,250.
2. If additional positions are added to the association during the contract period, the maximum will increase by \$4250 per new position, and if positions are eliminated from the association, the maximum will decrease by \$4250 per eliminated position.

The parties will annually agree upon the criteria and methodology for establishing merit incentives each school year. The terms shall be established through a written Memorandum of Understanding which shall be incorporated as a sidebar to this agreement each year.

**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  
C. Richard Applegate School  
47 Jeanne Brennan Drive  
Freehold, NJ 07728

- D. 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, 2014, and shall remain in full force and effect through June 30, 2017. Thereafter, if no such notice and proposals are received by December 1, 2016, the Agreement shall continue in effect from year to year after June 30, 2017, 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 24<sup>th</sup> day of June, 2014

**FREEHOLD TOWNSHIP BOARD OF EDUCATION**

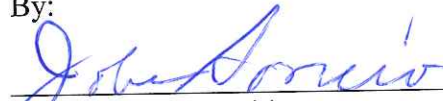
By:

  
\_\_\_\_\_  
Kay Poklemba-Holtz, President

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

**FREEHOLD TOWNSHIP ADMINISTRATORS ASSOCIATION**

By:

  
\_\_\_\_\_  
John Soviero, President

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

Subscribed and sworn to before me  
this day of