

AGREEMENT BETWEEN

THE

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

SUPERVISOR of EXTRA-CURRICULAR ACTIVITIES (SECA) ASSOCIATION

AND THE

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

BOARD OF EDUCATION

JULY 1, 2015 TO JUNE 30, 2019

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PREAMBLE

This AGREEMENT is entered into this, July 1, 2015 by the Board of Education of the Freehold Regional High School District, Monmouth County, New Jersey, hereinafter called the "Board", and the Freehold Regional High School District Supervisor of Extra-curricular Activities Association, hereinafter called the "Association".

ARTICLE I - RECOGNITION

The Freehold Regional High School Supervisor of Extra-curricular Activities Association ("Association") is recognized by the Board as the exclusive representative for collective negotiations concerning terms and conditions of employment, and collective agreements and any questions arising thereunder.

The Association is deemed to be the exclusive representative of all Supervisor of Extra-curricular Activities employed by the Board, hereinafter designated collectively as "SECAs", and specifically excluding:

- All other administrators and employees of the Board that are members of other negotiation units within the Freehold Regional High School District ("District"); and
- All other employees of the Board that are excluded by law.

ARTICLE II - NEGOTIATION PROCEDURES

In accordance with provisions of Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, the parties agree to commence collective negotiations on a successor agreement after January 1 of the calendar year in which this Agreement, or any part thereof, is scheduled to expire.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

"Grievance" shall mean a complaint by a SECA or group of SECAs that there has been a misinterpretation, misapplication, or violation of this Agreement which affects policies, or administrative decisions affecting the individual or group. Grievances to be presented to impartial arbitration shall be limited to the application or interpretation of this written agreement. A Grievance to be considered under this procedure must be initiated by the SECA or the Association within fifteen (15) Work Days from the time when the SECA or the Association knew or should have known of its occurrence. Non-renewal of non-tenured staff and denials of request for tuition reimbursement as set forth in Article VIII of this Agreement are not subject to arbitration.

"Grievant" is hereby specifically defined to mean either a SECA covered by this Agreement or the Association.

"Work Day(s)" for purpose of this Grievance procedure shall mean a typical business day, Monday through Friday, when the District is open for business. Approved holidays and inclement weather days when the school does not open for business shall not be considered "Work Days."

B. Procedures

1. (a) Failure at any step of this procedure to communicate the decision on a Grievance within the specified time limits shall permit the Grievant to proceed to the next step. Failure at any step of this procedure to appeal a Grievance to the next step within the specified time limits shall be deemed to be acceptance of this decision rendered at that step.

(b) It is understood that SECAs shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance has been fully determined.

(c) At all stages of this procedure, copies of responses will be forwarded simultaneously to the Association.

2. **(a). Step 1.** Any SECA or group and its representative who have a Grievance shall discuss it informally first with their Building Principal within fifteen (15) Work Days of occurrence or when the Grievant knew or should have known of the occurrence. This discussion shall be an attempt to resolve the matter informally.

(b). Step 2. If the Grievance is not settled satisfactorily within five (5) Work Days, the Grievance shall be reduced to writing and submitted to the Building Principal specifying: (i) the nature of the Grievance; (ii) the nature and extent of injury, loss or inconvenience; (iii) the result of

previous discussions; (iv) the dissatisfaction with decisions previously rendered; and (v) the relief sought by the Grievant. The written Grievance shall be discussed by the Association Representative and the Building Principal. The Building Principal shall have five (5) Work Days from the date of receipt of the Grievance to answer the Grievance.

(c). If the subject matter of the Grievance involves an act of a Central Administrator, then the written Grievance shall be filed at that level, which shall be considered a Step 2 Grievance, within fifteen (15) Work Days of the date the Grievant knew or should have known the Grievance arose. The respondent shall have five (5) Work Days in which to answer the Grievance.

(d). **Step 3.** If the Grievance is not resolved or if no decision is rendered within the specified timeframe at Step 2, it may be filed with the Superintendent of Schools or the Director of Personnel as the Superintendent's designee within five (5) Work Days. A meeting shall be held within five (5) Work Days by the Superintendent or his/her designee with the Grievant and the Association representative. The Superintendent or his/her designee shall have five (5) Work Days in which to render his/her decision in writing following the conference.

(e). **Step 4.** If the decision at Step 3 does not resolve the Grievance to the Grievant's or Association's satisfaction or if no decision is rendered within the timeframe specified by Step 3, the Grievant or the Association shall have five (5) Work Days to request a review by the Board. The Board, in its sole and absolute discretion, may request that the Grievance be considered jointly by the Association and the Board, or such subcommittees as either shall designate. The Board may, at its option, hold a hearing with the SECA and the Association and shall answer such Grievance in writing no later than five (5) Work Days following the Board of Education's next regular meeting after receipt of such Grievance at its previous regular meeting; if the Board elects not to review the Grievance under this provision, it shall notify the Association in writing not later than one (1) Work Day after the decision has been made and the Association shall be permitted to immediately proceed, if it so desires, to the next step.

(f). **Step 5.** For Grievances which involve the application or interpretation of this Agreement and which have not been resolved to the satisfaction of the Association at Step 4, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within fifteen (15) Work Days after receipt of the decision at Step 4. The Association shall file a request for an arbitrator, subject to the rules of

the New Jersey Public Employment Relation Commission, within five (5) Work Days of notification of appeal to arbitration.

(g). The parties agree to adhere to the rules and regulations of the New Jersey Public Employment Relation Commission in the selection and designation of an arbitrator. The arbitrator shall set a hearing at the earliest date possible between the parties and shall have thirty (30) days from the completion of the hearing to render a decision. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the Parties or any Policy of the Board. The decision and recommendation of the arbitrator shall be advisory only, and only the Board and the aggrieved SECA and his/her representatives shall be given copies of the arbitrator's report of findings and recommendations.

(h). It is understood that the Association and the Board may settle or reach a compromise on any Grievance reduced to writing at any step so long as such settlement does not discriminate against the SECA involved nor deprive them of any right available to other members of the unit.

C. Rights of the Grievant

The Board and the Association shall ensure the Grievant freedom from restraint, interference, coercion,

discrimination and reprisal in presenting his/her appeal with respect to his/her personal grievances.

D. Costs

Each party will bear its own expenses and costs for the entire Grievance procedure, but the cost of the fees and expenses of the arbitrator shall be shared equally by the two parties.

ARTICLE IV - SCHOOL CALENDAR

The Superintendent shall consult with the Association prior to determining the school calendar.

SECAs are not required to report to work during the Winter Holiday when there are no events scheduled over the break. However, in consultation with the Freehold Regional High School District Principal's Association, the name of at least one administrator from each building will be submitted to the Superintendent as the emergency contact person for that building.

This designated person will be able to physically report to the District building that he/she has been designated to serve as the emergency contact. SECA's are required to work during any Spring Break(s), and any days when pupils are in attendance, orientation days, and any other days on which attendance of teachers in the District is required.

ARTICLE V - LEAVES OF ABSENCE

A. Sick Leave

SECAs shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year, except that SECAs may not carry over more than fifteen (15) unused sick days per year, inclusive of carried-over personal leave days as set forth in Section B of this Article below. Sick days shall be prorated for SECAs who are not employed by the District for the full school year.

B. Personal Leave

SECAs shall be entitled to (4) personal leave days. Unused personal leave days shall accumulate to sick leave the following year. Personal leave days shall be prorated for SECAs who are not employed for the full school year.

C. Critical Illness/Death in Family

In the event of a death and/or critical illness in the immediate family, an allowance of up to five (5) days leave shall be granted. Any unused days will not be carried-over or otherwise accumulated for use in future years.

For purposes of this Article, the term "Immediate family" shall be spouse, co-member of a civil union, domestic partner, child, step child, parent (this shall include both natural parents as well as adoptive parent), brother, sister, father-in-

law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

For purposes of this Article, "Critical illness" is defined as one requiring hospitalization and placement by hospital or medical authorities on the critical illness list, as ascertained and determined by the Superintendent or his/her designee.

D. Professional Development

Attendance at all professional workshops, staff trainings, seminars, conventions and conferences must be approved in advance by the Superintendent or his/her designee.

ARTICLE VI - VACATION

Members of the Association shall be entitled to twenty (20) days vacation per year. Simultaneous vacation time of members of the Freehold Regional High School District Principal's Association and a SECA in the same building shall be granted during the summer months for a period of up to two weeks. Requests for overlapping vacations shall be submitted to the Superintendent in advance of the summer months. Five days (one week) vacation may be used when school is in session provided that such requests are submitted in advance and approved by the Superintendent or his/her designee. A SECA may, due to press of business, apply to the Superintendent or his/her designee for permission to carry over up to five (5) unused days of vacation for one year only. The Superintendent or his/her designee shall

have sole discretion whether to allow a SECA to "carry over" unused vacation days, and the decision of the Superintendent or his/her designee shall be final and binding. All vacation other than the "carry over" days set forth herein must be taken in the year earned. Vacation days shall be prorated for SECAs who are not employed for the full school year.

ARTICLE VII - ADMINISTRATIVE WORK LOAD

A. SECAs shall not be required to be present on school days when instructional staff is excused and classes are suspended due to emergencies (e.g. inclement weather).

ARTICLE VIII - BENEFITS

A. Tuition Reimbursement

1. SECAs under the conditions set forth herein shall receive full reimbursement for tuition and registration fees only. The number of credits in any one year shall be guided by the nature of the program undertaken and shall be with the approval of the Superintendent. Only SECAs who have been employed by the Board for more than one year may participate in the program. Continued employment in the District for two years beyond date of completion is a prerequisite for retaining reimbursement, except where the employee is terminated due to reduction in staff. Any SECA that fails to maintain such continued employment in the District shall repay the Board one hundred percent (100%) of the tuition reimbursement received.

If the Board is required to resort to legal action to recover these tuition monies, the SECA shall be required to reimburse the Board for the legal fees it incurred in such a collection action.

- i. Course/graduate level programs must be related to the SECA's current or future job responsibilities and must be approved in advance by the Superintendent prior to enrollment.
- ii. A transcript and a receipt of the amount to be paid, along with a voucher, must be submitted to the Superintendent for payment.
- iii. Courses for advancement must be on the graduate level from an accredited institution of higher education as accredited by the U.S. Department of Education.
- iv. Grades received for any course submitted for advancement or for tuition reimbursement shall be a B or better, as indicated by an official, sealed transcript from the duly accredited institution of higher learning.
- v. Denials of approval may be appealed through the Grievance Procedure set forth in this Agreement up to Step 4. The decision of the Board at Step 4 shall be final and binding.

vi. The Board's maximum obligation for tuition reimbursement for all members of the Association for each year of this Agreement shall be as follows:

Year One (2015-2016)	\$10,000
Year Two (2016-2017)	\$10,000
Year Three (2017-2018)	\$10,000
Year Four (2018-2019)	\$10,000

The utilization of these maximums shall be divided equitably, on a per credit basis, amongst SECAs taking approved graduate course at a duly accredited institution of higher education. The number of courses a SECA enrolls in for any academic year must be approved by the Superintendent prior to enrollment.

B. Payment of Accumulated and Unused Sick Leave

SECAs retiring from the District that have provided a minimum of six (6) years of service in the District, and who have accumulated at least seventy-five (75) days of unused sick leave shall be paid for their unused accumulated sick leave as follows:

- \$80.00 per day for up to a maximum of the first 100 days; and

- \$100.00 per day for the next 100 days up to a maximum of 200 for a total reimbursement not to exceed the amount of \$15,000.

C. Professional Associations and Annual Conferences

The Board shall provide reimbursement to SECA's for their full payment of dues to SECA Association (NJPSA and DAANJ). The Board shall also provide reimbursement for up to six SECAs each year for their attendance at the Annual Conference of the Director of Athletics Association of N.J. in accordance with applicable State law and Administrative Regulations.

D. Cell Phone Allowance

SECA's shall receive a stipend of seven-hundred fifty dollars (\$750.00) for cell phone usage.

E. Insurance Protection

1. SECAs will contribute towards their health and prescription insurance premiums (as appropriate) consistent with the Schedule B of this Agreement for the appropriate level of coverage up to family coverage. See attached hereto as Schedule B the premium contribution rate guide.

2. Members of the Association whose employment starts on or after July 1, 2010, including anyone who is promoted into the bargaining unit shall only be eligible to receive the Direct Access health coverage plan.

3. Upon any eligible SECA in the Traditional Plan selecting to change from the Traditional Plan to the Direct Access, a one-time payment shall be made by the Board to the SECA in the amount of \$750.00. Further and thereafter, the SECA shall not be permitted to re-enter the Traditional Plan.

ARTICLE IX - EVALUATIONS

A. Evaluations of SECAs shall comply with all applicable State laws and Administrative Regulations.

B. A SECA has the right to examine his/her file at any reasonable time and may attach comments as a part of the permanent record to any item.

C. Evaluation Procedure

1) Each SECA shall sign all copies of each written and/or electronic copy of their evaluation attesting to the fact that the contents of the evaluation are known to him/her. Written evaluations may not be included in the SECA's personnel file without his/her knowledge. He/she shall also receive a written or electronic copy of each evaluation.

2) A conference shall be arranged between the Building Principal and the SECA within a reasonable amount of time after the written evaluation has been made. At such time, the SECA is entitled to respond to the

evaluation and have this response appended to the evaluation report.

D. Any complaints regarding a SECA which are used in any matter in evaluating the SECA shall be promptly investigated and called to the attention of said SECA. The SECA shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any meetings regarding such complaint.

ARTICLE X - DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its SECAs' dues for any one or a combination of associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.

2. Each of the associations shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Local, State, and National Services

The Board agrees to deduct from employee salaries money for local, state, and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit monies promptly to such association or associations.

C. Tax-Sheltered Annuity

An employee may authorize the Board to make deductions for the purpose of tax-sheltered annuities pursuant to the provisions of R.S. 18A:66-127, et seq., and the terms of a group contract approved by the Board.

ARTICLE XI - SALARIES

A. The salaries of all personnel covered by this agreement are set forth in Schedule A which is attached hereto and made part hereof.

B. Effective July 1, 2015, salaries, as set forth in the attached Schedule A, for bargaining unit members shall be increased as indicated:

1) The payment of longevity as an administrator on a non-cumulative basis as set forth herein:

After 3 years	\$3,000
After 5 years	\$4,000
After 7 years	\$5,000

2) No longevity will be paid to employees who enter the bargaining unit after June 30, 2012.

3) No increments will be paid at the end of the agreement unless and until a new agreement is reached providing for same.


ARTICLE XII - DURATION OF AGREEMENT

The agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2019__.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the respective representatives, all on the day and year first above written.

FREEHOLD REGIONAL
HIGH SCHOOL DISTRICT
SECA ASSOCIATION

FREEHOLD REGIONAL
HIGH SCHOOL DISTRICT
BOARD OF EDUCATION



John C. Arici



DATED: 8/31/15

DATED: _____

SCHEDULE A

SUPERVISOR OF EXTRA-CURRICULAR ACTIVITIES SALARY GUIDE

Step	2015-2016	2016-2017	2017-2018	2018-2019
1	105,000	105,000	105,000	105,500
2	106,000	106,500	106,500	107,000
3	107,000	108,000	108,000	108,500
4	108,000	109,500	109,750	110,250
5	109,500	111,000	111,550	112,000
6	111,250	112,500	113,350	114,000
7	113,250	114,000	115,150	116,000
8	115,250	116,000	117,500	118,300
9	117,275	118,000	120,000	121,300

No increments will be paid at the end of the agreement unless and until a new agreement is reached providing for same.

SCHEDULE B

HEALTH AND PRESCRIPTION COVERAGE CONTRIBUTION

HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE
(PERCENTAGE OF PREMIUM) *

<u>Salary Range</u>	<u>Employee Premium Contribution</u>
less than 20,000	4.50%
20,000-24,999.99	5.50%
25,000-29,999.99	7.50%
30,000-34,999.99	10.00%
35,000-39,999.99	11.00%
40,000-44,999.99	12.00%
45,000-49,999.99	14.00%
50,000-54,999.99	20.00%
55,000-59,999.99	23.00%
60,000-64,999.99	27.00%
65,000-69,999.99	29.00%
70,000-74,999.99	32.00%
75,000-79,999.99	33.00%
80,000-94,999.99	34.00%
95,000 and over	35.00%

HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE
(PERCENTAGE OF PREMIUM) *

<u>Salary Range</u>	<u>Employee Premium Contribution</u>
less than 25,000	3.00%
25,000-29,999.99	4.00%
30,000-34,999.99	5.00%
35,000-39,999.99	6.00%
40,000-44,999.99	7.00%
45,000-49,999.99	9.00%
50,000-54,999.99	12.00%
55,000-59,999.99	14.00%
60,000-64,999.99	17.00%
65,000-69,999.99	19.00%
70,000-74,999.99	22.00%
75,000-79,999.99	23.00%
80,000-84,999.99	24.00%
85,000-89,999.99	26.00%
90,000-94,999.99	28.00%
95,000-99,999.99	29.00%
100,000-109,999.99	32.00%
110,000 and over	35.00%

HEALTH BENEFITS CONTRIBUTION FOR
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM) *

<u>Salary Range</u>	<u>Employee Premium Contribution</u>
less than 25,000	3.50%
25,000-29,999.99	4.50%
30,000-34,999.99	6.00%
35,000-39,999.99	7.00%
40,000-44,999.99	8.00%
45,000-49,999.99	10.00%
50,000-54,999.99	15.00%
55,000-59,999.99	17.00%
60,000-64,999.99	21.00%
65,000-69,999.99	23.00%
70,000-74,999.99	26.00%
75,000-79,999.99	27.00%
80,000-84,999.99	28.00%
85,000-99,999.99	30.00%
100,000 and over	35.00%