

AGREEMENT

BETWEEN

THE PITTSBGROVE EDUCATION ADMINISTRATORS ASSOCIATION

AND

THE BOARD OF EDUCATION OF PITTSBGROVE TOWNSHIP

JULY 1, 2004 – JUNE 30, 2007

ARTICLE I

MEMBERSHIP

1. In accordance with NJSA 34:13-A et. seq., the Board recognizes the Pittsgrove Educational Administrators Association, hereinafter known as “the Association”, as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all Principals, Vice Principals, and Directors employed by the Pittsgrove Township Board of Education, hereinafter known as “the Board”. All other Board employees are excluded.
2. For purposes of clarity, the term “administrator”, when used in this contract shall refer to all administrators defined in Paragraph 1 of this Article. Reference to one gender shall include the other gender unless expressly stated.

ARTICLE II

NEGOTIATIONS PROCEDURES

1. The parties agree to enter into collective negotiations over a successor agreement in accordance with NJSA 34:13A et. seq., in a good faith effort to reach agreement on all mandatory matters concerning the terms and conditions of employment of the Administrative personnel. Negotiations shall begin in a timely fashion in order to reach agreement prior to the expiration of this Agreement.
2. Modification - Understanding of Parties
 - a. This Agreement incorporates the entire understanding of the parties on all matters which 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 or either of both parties at the times they negotiated or executed this Agreement.
 - b. This Agreement shall not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties.
3. This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007, subject to the Association’s right to negotiate over a successor agreement, as provided herein.

ARTICLE III

ADMINISTRATOR'S RIGHTS

1. No administrator shall be disciplined without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
2. Whenever any Association member is required to appear before the Board, or any committee or member thereof, concerning any matter which could adversely affect continuation of that association member in his/her office, position or employment, or the salary of any increments pertaining thereto, he/she shall be entitled to have a representative present to advise and represent him/her during such meeting or interview.
3. Any complaints or criticism regarding an Administrator made to any member of the Administration by any parent, student, or other person which are or may be used in any manner in evaluating an Administrator shall be called to the attention of the Administrator within a reasonable length of time.

ARTICLE IV

ASSOCIATION RIGHTS

1. Whenever by mutual agreement between the Association and the Board or its representatives, any representative of the Association or any member is scheduled to participate in formal negotiations procedures pursuant to Chapter 123, P.L. 1974, he/she shall suffer no loss in pay. Negotiations shall, whenever possible, be scheduled at times other than regular school hours.
2. The Board agrees to furnish to the Association, through its representative, any public information that is requested, in accordance with Board policy.
3. The Association shall have the right to use the school facilities for meetings, provided the facility is not already scheduled for use.
4. The Association shall have the right to use school facilities and equipment, including word processing machines, duplication equipment, calculation machine, and all types of audio/visual equipment at reasonable times, when such equipment is not otherwise in use.
5. Whenever any representative of the Association participates during working hours in negotiations or grievance procedures, he/she shall suffer no loss in pay nor shall he/she be required to use personal business days provided the Board of Education or its designated representatives and the Association mutually agree to the meeting and the number of Administrators acting as representatives.

6. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the administrators.

ARTICLE V

GRIEVANCE PROCEDURES

1. Definition

- a. A grievance shall mean a complaint by a member of the Association that there has been a personal loss, injury, or inconvenience resulting from a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, Board policies, or administrative decisions affecting the member.
- b. A grievance to be considered under this procedure must be initiated in writing within fifteen (15) calendar days from the date when the grievant knew or should have known of its occurrence.

2. Rights of Members to Representation

Any party in interest may be represented at all stages of the grievance procedure by himself or at his option, by a representative chosen by the Association.

3. Procedure

- a. Conditions

- (1) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee grievant to proceed to the next step. Failure to advance a grievance within the specified time shall terminate the grievance. In an emergency situation, such as illness, vacation, or death in the family, this time limit may be extended by mutual agreement between the parties involved.
- (2) It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
- (3) A grievance shall be initiated at the lowest level at which a decision can be made, except that no grievance may be initiated at a level higher than the Superintendent of Schools.

- b. (Level One) A vice principal who has a grievance shall discuss it first with his/her principal and a principal or director who has a grievance shall discuss it first with the Superintendent of Schools in an attempt to resolve the matter informally. A decision shall be given to the grievant within five (5) school days.
- c. (Level Two) The employee grievant, no later than five (5) school days after receipt of the informal decision of his principal or the Superintendent, may appeal the decision formally to the Superintendent. The appeal to the Superintendent must be made in writing specifying: (1) the nature of the grievance; (2) the nature and extent of the injury, loss, or inconvenience; (3) the results of previous informal discussions; (4) the dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate a decision in writing to the employee grievant, and to the principal if the grievant was an assistant principal.
- d. (Level Three) If the grievance is not resolved to the grievant's satisfaction, he/she no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or committee thereof, shall review the grievance and shall, at the option of the Board, or at the request of the employee grievant, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant within twenty (20) calendar days of the date of the hearing. The referred-to hearing shall be held within fifteen (15) school days after receipt of the appeal notice.

ARTICLE VI

EVALUATIONS

1. The Association, through its President, shall be consulted by the Board of Education or its agents in determining the evaluation instrument to be used. The final selection or determination of the instrument shall remain with the Board of Education.
2. Copies of Reports: Each administrator shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. Further, each administrator shall receive a copy of each written evaluation.
3. If so desired, the administrator shall arrange a conference with the Superintendent as soon as possible after the receipt of the written evaluation. At such time, and up to ten (10) school days from the date of the conference, the administrator is entitled to respond to the evaluation in writing and the response will be appended to the evaluation report.

ARTICLE VII

FILE PROCEDURE

1. Any derogative and evaluative material placed in the employee's personnel file must bear the signature of the individual employee.
2. The employee shall have the right to respond to anything going into the personnel file and shall receive a copy of same.
3. The employee's signature shall be evidence only that the document has been seen, not that he/she agrees herewith.
4. Refusal to affix signature shall not preclude placement in one's personnel file.

ARTICLE VIII

SHORT-TERM ABSENCES

1. **SICK LEAVE**
 - a. All members of the Association shall be allowed personal sick leave with pay for one (1) day per month for each month of the annual contract period. The total allowable sick leave shall be available, if needed, on the first day of the contract year.
 - b. Association members may accumulate up to twelve (12) days of unused sick leave each year.
 - c. In case of illness in the immediate family of a member, and upon request of the member to the Superintendent of Schools, sick leave may be granted to the member.
2. **BEREAVEMENT LEAVE** - Death in the immediate family entitles an administrator up to a maximum of four (4) school days leave of absence per death without loss of pay. "Immediate family" shall mean administrator's spouse, child, brother, sister, parent or surrogate parent, parent-in-law, grandparent and former legal guardian.
3. **PERSONAL BUSINESS** - Upon request to the Superintendent of Schools, and with approval, Administrators will be granted time off for personal business. 12 month administrators shall receive four (4) personal business days each contract year. 10 month administrators shall receive three (3) personal business days each contract year. Administrators shall be paid one hundred thirty-five (\$135) dollars for each unused personal leave day. Payment will be made in July for unused personal leave days.

4. RETIREMENT SICK DAY REIMBURSEMENT - Any administrator who has been employed by the Pittsgrove Township Board of Education for ten (10) or more years shall be eligible for a special retirement allowance.
- a. Notice of retirement, in writing, must be submitted to the Board of Education no later than December 15th of the preceding school year in which the administrator intends to retire. Failure to notify the Board by December 15th shall be deemed a waiver of the special retirement allowance, except in cases of emergency, which the Board shall consider on an individual basis. The administrator shall select a plan for payment of the special retirement allowance in accordance with the provisions of paragraph (4) and (5) of this Section.
 - b. The administrator shall receive one (1) day's salary for each five (5) days, or major part thereof, of accumulated, unused sick leave for the first 50 days, all days over 50 will be 1 for 4.
 - c. The daily salary shall be computed as one/two-hundred fortieth (1/240) of the highest salary earned by the administrator during employment by the Pittsgrove Township Board of Education.
 - d. The retirement allowance shall be paid in one (1) of the following plans, provided that the administrator has selected such plan and provided further that the administrator provides in writing of his/her choice prior to December 15th of the preceding school year in which the administrator intends to retire:
 - (1) Plan One - Lump sum on July 15th of the next budget year following retirement.
 - (2) Plan Two - One half (1/2) of the retirement allowance as in Plan One and one half (1/2) on January 15th of the next calendar year following retirement.
 - (3) Plan Three - One third (1/3) on July 15th of the next budget year following retirement, one third (1/3) on January 15th of the next calendar year after retirement, and one third (1/3) of the retirement allowance on January 15th of the second calendar year following retirement.
 - (4) Plan Four - One fifth (1/5) on July 15th of the next budget year following retirement and one fifth (1/5) on January 15th of each of the following four (4) years.
 - e. The retirement allowance shall not be considered part of the administrator's regular salary for pension computation purposes.
 - f. If the administrator dies before full payment is made, the balance of the retirement allowance shall be paid to his/her estate.

5. Accumulated sick leave can be converted to salary/annuity, up to a maximum of 35 days per year, at the negotiated per diem ratio rate. The ratio will be determined as agreed in Article VIII #4b. The administrator could receive a separate check payable on July 15th that will not be pensionable. This option must be exercised by April 1 of the preceding year.

ARTICLE IX

VACATIONS

1. Annual vacations for Administrators, based on length of service as an administrator in the Pittsgrove Township School District shall be taken within the contract period at the discretion of the Superintendent of Schools.
2. The vacation schedule for all twelve-month Administrators will be:

| <u>Years of Service</u> | <u>Annual Vacation</u> |
|-------------------------|------------------------|
| After 6 months | 3 weeks |
| After 7 years | 4 weeks |
| After 15 years | 5 weeks |

Years of service, as a District Supervisor, will be prorated to count for the administrator for vacation purposes.

All new administrators will have access to one week of vacation allotment upon commencement of employment.

3. After the initial six months of an administrator's employment, all vacations for that
 4. employee will be calculated as if the employment began as of July 1st of the school year in which he/she was initially employed.
4. a. An Association member may bank a maximum of seven (7) weeks (35 days) of accrued vacation time and may use it before and after regular vacation time, when mutually agreed upon between the Superintendent and the member.
 - b. Administrators will be allowed to sell back one (1) week of vacation per year to the Board of Education at the per diem rate. This will be pensionable, with the administrator having the option of either placing the money in salary or placed in an existing annuity. The administrator could receive a separate check payable on July 15th

that will not be pensionable. This option must be exercised by April 1 of the preceding year.

5. Separation from Service
 - a. An Association member who dies before his/her contract period is completed shall receive full recognition of his/her vacation rights in the form of a vacation allowance to be given as a cash payment to his/her estate.
 - b. An Association member who resigns or retires during the contract year shall receive full recognition of his/her vacation rights.

ARTICLE X

PROFESSIONAL DEVELOPMENT

1. Administrators' requests to attend professional meetings shall be approved on an individual basis by the Superintendent, whose decision shall be binding. Expenses previously approved by the Board, incurred by members as a result of their attendance and participation in these meetings or conferences, shall be paid by the school district.
2. Each employee shall be allowed to attend at least one National or State conference and/or meetings per year. Such requests shall be made in writing to the Superintendent of Schools and must be related to the individual's assignment within the Pittsgrove Township School District. The Board shall retain total discretion in reviewing such requests and in approving or disapproving such requests. Included in the Board's payment will be housing, transportation, food, and registration fee. All expenses submitted must be accompanied by receipts.
3. a. All administrators of the Pittsgrove Township School District will be required to complete 45 clock hours of university graduate credits by June 2007. The superintendent will be able to grant approval for course reimbursement above the Rutgers University rate, on a case-by-case basis, after evaluating the administrator's needs.

Administrators shall receive reimbursement for the cost of up to a maximum of 12 graduate course credits per school year. Each request for reimbursement shall be substantiated by a college transcripts reflecting a passing grade. For clarification, graduate course credits are defined as those accredited by the State agency in which such institution is situated. It is understood that such courses will be educationally bona fide. Such course credits must be of benefit to the School District and directly related to his/her job assignment.

- b. Reimbursement for credits must be approved, in advance, by the Superintendent of Schools.

5. Administrators will receive membership in one State and one National professional Organization(s) of their choice (such as PSA, NAESP, NASSP, ASSA) with fees paid by the Board of Education.

ARTICLE XI

WORK YEAR and SCHOOL CALENDAR

1. For the purposes of determining per diem rate, Administrators employed as 12-months under this Agreement shall have a work year of two hundred forty (240) days per year and any person employed as a ten (10) month administrator shall have to work two hundred days (200) from September 1 to June 30. The work year for Administrator will be lessened only by contracted vacation time, sick time or personal business days.

2. Twelve-month employees will have 20 paid holidays, which are:

- Independence Day
- Labor Day
- Columbus Day
- NJEA two days
- Veterans Day
- Thanksgiving and the Friday after
- Christmas plus four days
- New Year's Day
- Martin Luther King
- President's Days (two days)
- Good Friday and Monday
- Memorial Day

Ten-month employees will have 17 paid holidays, which are:

- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving and the Friday after
- Christmas plus two days
- New Year's Day
- Martin Luther King
- President's Days (two days)
- Good Friday and Monday
- Memorial Day

Included in the 17 days are two days that can be taken during NJEA Convention and/or Christmas holiday

3. The Superintendent of Schools shall consult with the Association as to development of a school calendar and work schedule for recommendation to the Board of Education.

ARTICLE XII

INSURANCE BENEFITS

1. A. The Board shall provide medical, surgical, out-patient, and Major Medical protection. The Board shall pay the full premium for each individual administrator and his/her dependents, when the administrator's dependents become eligible for coverage per Section A. 4., where applicable if such individual administrator so elects to take advantage of said health plan. Effective July 1, 2001, the plan in effect shall be the Horizon traditional and POS plans. The AETNA/US Healthcare HMO option is eliminated.
 1. Employees hired after July 1, 1996, will be enrolled in the insurance carrier's POS plan. Effective July 1, 2002, otherwise-eligible employees who have completed their third year of District services shall have the option to enroll in any enrollment level in the traditional or POS coverage at Board cost.
 2. Employees hired on or before June 30, 1996 will have the option of enrolling in either the indemnity insurance program or the Designated Provider Program. Effective July 1, 1996, the indemnity insurance program major medical deductible will become two hundred dollars (\$200) per individual and four hundred dollars (\$400) per family per year, and the stop loss on major medical co-insurance will become three thousand dollars (\$3000).
- B. Pre-admission testing and continued stay review shall be mandatory.
2. The Board shall provide a dental insurance program including full family coverage where appropriate. The dental insurance shall be the plan in effect during the 2004-05 school year or its equivalent.
3. Administrators will be eligible for insurance benefits at the completion of their waiting period in accordance with the provisions of the master contract with each insurance carrier. Administrators initially employed prior to September 1st will be enrolled as September 1st. Administrators initially employed after September 1st will have the following waiting period.

Medical 60 days
Dental 60 days

4. For each administrator who remains in employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31.
5. Reimbursement - All administrators will have \$2,750 annually available for Disability Insurance, Catastrophic Illness, Life Insurance, Prescription Plan, Dental or which they can convert into salary (which will be pensionable,) or placed into an existing annuity. The administrator could receive a separate check payable on July 15th that will not be pensionable. This option must be exercised by April 1, of the preceding year.

ARTICLE XIII

CONTINUING BENEFITS

Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any term or condition of employment existing in the year prior to its effective date and shall be enforced and effective and remain so applicable during the term of this Agreement.

ARTICLE XIV

DEDUCTIONS FROM SALARY

1. The Board agrees to deduct from administrator's salaries money for Washington National or Franklin Income Protection Insurance as said administrators individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such insurance company. Discontinuance of such deductions shall be as provided by law.
2. Administrators will be permitted to authorize payroll deductions for contributions to a tax sheltered annuity plan(s) and the credit union. The tax sheltered annuity plan(s) must be approved by the Board. The authorization for a payroll deduction either in a tax sheltered annuity plan or the credit union must be submitted to the Board Secretary on or before the last workday of the month as specified below. Administrators may modify payroll deductions between September 15 to 30 and January 15 to 30 only.

ARTICLE XV

MISCELLANEOUS PROVISIONS

1. Sufficient copies of this Agreement shall be provided as soon as practical after the Agreement has been signed. The cost of printing in the least expensive manner possible shall be shared equally by the Board and the Association.

2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
3. All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the rate of the current IRS reimbursement rate.
4. In the event that an administrator must work in the evening in performance of his/her duties and does not return home, he/she will be reimbursed the amount of \$11.00 for the evening meal.
5. Any individual contract between the Board and an individual administrator hereinafter or hereafter executed shall be subject to and consistent with this Agreement.
6. The Association will provide the business office a documented list of all exercised options (Article VIII #5, Article IX #4b, Article XII #5), exercised by members under the contract, by April 1 of the preceding year. Failure to provide this request, will negate such options for the following year and is not grievable beyond the Board of Education.

ARTICLE XVI

SALARIES

| <u>MEMBER</u> | <u>2004-05</u> | <u>2005-06</u> | <u>2006-07</u> |
|-----------------------------------|-----------------------|-----------------------|-----------------------|
| M. Jamison (HS Princ) | \$ 91,080 | \$ 94,268 | \$ 97,567 |
| M. Clarke (MS Princ) | \$ 81,000 | \$ 83,835 | \$ 86,769 |
| P. Gaburo (Elm Princ) | \$ 93,150 | \$ 96,410 | \$ 99,785 |
| N. Schumacher (HS VP) | \$ 64,170 | \$ 66,416 | \$ 68,741 |
| C. Fulmer (MS VP) | \$ 58,000 | \$ 60,030 | \$ 62,131 |
| D. Driver (Dir. Oper/St Services) | \$ 93,150 | \$ 96,410 | \$ 99,785 |
| N. Ward (Dir. Instruction) | \$ 90,045 | \$ 93,197 | \$ 96,459 |

1. Administrators moving from 10 month to 12 month employment contracts will get a total annual increase of 20% inclusive of that year's raise (prorated for midyear changes).

2. Administrators being reduced from a 12 month to a 10 month employment contract will receive the negotiated salary increase for the next year, and then have the negotiated salary calculated at 83.3% for the 10 month contract. Vacation entitlements effected by the adjustment will be at the per diem rate.
3. A new person hired to replace one of the administrators will receive a minimum of seven-five (75) to one hundred ten percent (110%) of that administrator's salary.
4. The Association agrees to direct deposit of payroll for members if the district adopts direct deposit.

PITTSGROVE EDUCATIONAL ADMINISTRATORS ASSOCIATION

President _____ Date ___/___/___

PITTSGROVE TOWNSHIP BOARD OF EDUCATION

President _____ Date ___/___/___