

4-1039

17-16

AGREEMENT

BETWEEN THE

PENNSVILLE ADMINISTRATORS ASSOCIATION

AND THE

PENNSVILLE TOWNSHIP BOARD OF EDUCATION

(Employer)

2 JULY 1, 1984 - JULY 30, 1987

## TABLE OF CONTENTS

	PAGE
Article I - Recognition	1
Article II - Unit Member's Rights	1
Article III - Association Rights	1
Article IV - Grievance Procedure	2
Article V - Vacations	5
Article VI - School Calendar	6
Article VII - Vacancies and Transfers	6
Article VIII - Short-Term Absences	6
Article IX - Personnel Files	9
Article X - Salaries	10
Article XI - Insurance Protection	13
Article XII - Sabbatical Leaves	14
Article XIII - Miscellaneous Provisions	15
Article XIV - Modification of Agreement and Negotiation of Successor Agreement	16
Article XV - Statutory Separability	16
Article XVI - Duration of Agreement	17

## ARTICLE I

### RECOGNITION

The Board of Education of Pennsville Township recognizes the Pennsville Administrators Association as the collective negotiating unit (hereinafter called the "Unit") for the purposes of collective negotiations as set forth in Chapter 123, P.L. 1974 for all principals and assistant principals employed by the Board.

## ARTICLE II

### UNIT MEMBER'S RIGHTS

A. No Unit member shall be disciplined or reprimanded without just cause. Any such action taken by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

B. Whenever any Unit member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that Unit member in his office, position, or employment or the salary of any increments pertaining thereto, he shall be entitled to have a representative present to advise him and represent him during such meeting or interview.

## ARTICLE III

### ASSOCIATION RIGHTS

Whenever by mutual agreement between the Unit and the Board or its representatives, any representative of the Unit or any member is scheduled to participate in formal negotiations procedures pursuant to Chapter 123, P.L. 1974, he shall suffer no loss in pay. Negotiations shall, whenever possible, be scheduled at times other than regular school hours.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### A. Definition

1. A grievance shall mean a complaint by a member of the Unit that there has been to him a personal loss, injury, or inconvenience resulting from a violation, misinterpretation, or inequitable application of any of the provisions of this AGREEMENT, Board policies, and administrative decisions affecting him.

2. 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.

3. An "employee grievant" is the person or persons making the complaint.

4. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

#### B. Rights of Members to Representation

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

#### C. Procedure

1. (a) 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. In an emergency situation such as illness, vacation, death in the family, this time limit may be extended by mutual agreement between the parties involved.

(b) 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.

(c) 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.

2. (Level One) An assistant principal who has a grievance shall discuss it first with his principal and a principal 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.

3. (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: (a) the nature of the grievance; (b) the nature and extent of the injury, loss, or inconvenience; (c) the results of previous discussions; (d) his 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 date of receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, and to the principal if the grievant was an assistant principal.

4. (Level Three) If the grievance is not resolved to the grievant's satisfaction, he 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 a 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 receipt of the appeal by the Superintendent, or if a hearing is held, 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.

5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Unit, the employee grievant may request the appointment of an arbitrator, such request to be made known to the Superintendent within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on any grievance concerning:

(a) Any matter of which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board of State Commissioner of Education; or

(b) A complaint of a non-tenure employee which arises by reason of his not being re-employed; or

(c) A complaint by any certified or other specially licensed personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not possible or not required.

(d) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

6. A request for arbitration will be honored only if the employee grievant, his representative and the Unit waive the right, if any, in writing to submit the matter at issue to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

7. The following procedure shall be used to secure the services of an arbitrator.

(a) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as arbitrator in the matter at issue.

(b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster, they may request the American Arbitration Association to submit a second roster of names.

(c) If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted roster, the American Arbitration Association may be requested by either party to designate an arbitrator.

8. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall have only the power to interpret what the parties to the AGREEMENT intended by the specific clause in the AGREEMENT or Board policy if at issue. He may add nothing to, nor subtract anything from the AGREEMENT between the parties or any policy of the Board. He shall not have the authority to substitute his judgment as to the degree of discipline determined by the Superintendent or Board. The award of the arbitrator shall be submitted to the Board and the Unit and shall be final and binding on the parties.

9. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Unit. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE V

VACATIONS

A. Annual vacations for Unit members, based on length of service in the Pennsville School District shall be taken within the contract period at the discretion of the Superintendent of Schools.

1. The vacation schedule for all Unit members will be:

<u>YEARS OF SERVICE</u>	<u>ANNUAL VACATION</u>
From 6 months to 10 years	3 weeks
After 10th year to 20th year	4 weeks
After 20th year to 30th year	5 weeks
After 30th year	6 weeks

a. After the initial six months of an administrator's employment, all vacations for that employee will be calculated as if his/her employment began as of July 1 of the school year in which he was initially employed.

3. A Unit member may bank a maximum of four (4) weeks (20 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.

3. Whenever a legal holiday falls within the scheduled vacation period of a member, the member will receive one extra day of vacation.

4. Earned annual vacation may be taken during a time other than provided for in A-1, above, when mutually agreed upon between the Superintendent and the Unit member.

B. Separation from Service

1. A Unit member who dies before his contract period is completed shall receive full recognition of his vacation rights in the form of a vacation allowance to be given as a cash payment to his estate.

2. A Unit member who resigns or retires during the contract year shall receive full recognition of his vacation rights.

ARTICLE VI

SCHOOL CALENDAR

The Superintendent of Schools shall draw up a school calendar to recommend to the Board of Education, and shall consult with the Unit, other individuals and organizations within the School District and, as he sees fit, individuals and organizations other than within the School District.

ARTICLE VII

VACANCIES AND TRANSFERS

A. All administrative vacancies caused by death, retirement, discharge, resignation, or by the creation of new positions, shall be publicized in all schools in the School District. Such publication shall be accomplished by the Superintendent of Schools as soon as possible. In addition, the Superintendent may concurrently publicize the position outside the School District.

B. Said notice of vacancy or new position shall set forth the qualifications for the position. It shall be the responsibility of the Superintendent to establish qualifications for all vacant or new positions.

C. Unit members who desire to apply for such vacancies or new positions shall apply in writing to the Superintendent within the time limit specified in the notice. Applications shall include a current resume of experience and an official transcript of graduate studies.

D. All vacancies and new positions shall be filled on the basis of the competencies required for the position as determined by the Superintendent and the Board of Education.

E. All applicants for any vacant or new position shall be notified in writing of the decision of the Board.

ARTICLE VIII

SHORT-TERM ABSENCES

A. Sick Leave

1. All members of the Unit shall be allowed personal sick leave with pay for one and one-half (1½) days 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.

2. Unused sick leave shall accumulate without limit from year to year.

3. 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.

#### B. Death in Family

1. In the event of death in the immediate family, a Unit member shall be granted absence with pay for scheduled work days to attend the death bed or funeral as hereinafter provided:

a. Up to five (5) calendar days in case of death of any of the following, with additional days granted at the discretion of the Superintendent:

(1) Member's parents, spouse, children, son-in-law, daughter-in-law, and other persons residing in the member's household.

(2) Brothers and sisters of the member and the parents of the member's spouse.

(3) Legally adopted members of the family and step-relationships as outlined in (1) and (2).

b. Up to one (1) day to attend the funeral of any of the following:

(1) Uncles, aunts, grandparents, and grandchildren of the member.

(2) Brothers-in-law and sisters-in-law of the member.

c. With the approval of the Superintendent, an additional day for travel shall be granted to attend the funeral of any of the above persons in "b", (1) and (2) when such funeral is at a place in excess of 300 miles from Pennsville Township.

#### C. Personal Business

1. Upon request to the Superintendent of Schools, and with his approval, Unit members will be granted time off for personal business.

D. Sick Leave Extended

1. In the event of an illness which extends beyond the number of days of personal sick leave accumulated by a member, said member may petition the Superintendent for the right to use accumulated vacation time as additional sick leave, providing such extended illness has been verified by a physician.

E. Other Absences

1. Requests for absence with pay to attend professional meetings or conferences shall be submitted to the Superintendent of Schools in writing and shall specify the nature of the meetings or conference, number of days absence requested. The decision of the Superintendent or the Board of Education with respect to the request for absence and any request for reimbursement of expenses shall be final.

F. Retirement Bonus

1. Any administrator who has been employed by the Pennsville Board of Education for twelve (12) 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 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 Paragraphs d and e of this Section.

b. The administrator shall receive one (1) day's salary for each five (5) days of accumulated, unused sick leave existing on the final day of employment.

c. The daily salary shall be computed as 1/240th of the final salary of the administrator retiring.

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 notice in writing of his choice prior to December 15th of the school year in which the administrator intends to retire:

Plan I

1. Lump sum of July 15 of the next budget year following retirement.

Plan II

1. One half (1/2) of retirement allowance on July 15 of the next budget year following retirement.

2. One half (1/2) of retirement allowance on January 15 of the next calendar year following retirement.

Plan III

1. One third (1/3) of retirement allowance on July 15 of the next budget year following retirement.

2. One third (1/3) of retirement allowance on January 15 of the next calendar year following retirement.

3. One third (1/2) of retirement allowance on January 15 of the second calendar year following retirement.

e. Although the administrator is required under the provisions of Subparagraph "a" hereof to provide notice of retirement in writing by December 15th of the year in which he intends to retire, the administrator shall not be required to provide notice of the plan for payment of the retirement allowance until April 1st of the school year in which the administrator intends to retire. As established in Subsection "d" hereof, however, Plan I, Plan II, and Plan III shall not be available to the administrator unless such plans are selected not later than December 15th of the school year in which the administrator intends to retire. Thus, if notice of the plan selected is provided after December 15th of the school year in which the administrator intends to retire, the only Plan available to the administrator is payment in one (1) lump sum on July 15th of the second fiscal year following the administrator's retirement.

f. The administrator will make the decision, in writing, as to which plan of payment is desired at least one (1) month prior to the last working day before retirement.

g. The retirement allowance shall not be considered part of the administrator's regular salary for pension computation purposes.

h. If the administrator dies before full payment is made, the balance of the retirement allowance shall be paid to his/her estate.

i. If the administrator dies while actively employed, the entire retirement benefit shall be paid to his/her estate.

j. Any tenured administrator who is terminated because of reduction in the work force shall be compensated for unused sick days according to the same formula as the special retirement allowance.

ARTICLE IX

PERSONNEL FILES

A. Official files shall be maintained in accordance with the following procedures:

1. The Superintendent will place in a Unit member's file all material received from and signed by responsible sources concerning a Unit member's conduct, service, or character.

2. A Unit member shall have the opportunity to review the contents of his file, except for pre-employment records, at times mutually convenient to the member and the Superintendent of Schools.

3. A Unit member has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.

## ARTICLE X

### SALARIES

A. Salaries of Unit members shall be based on the schedule and related procedures set forth in this ARTICLE. Such schedule and procedures shall be applicable for the duration of this AGREEMENT.

1. The Teacher's Salary Schedule with all defining articles shall be basis of the salary schedule for principals and assistant principals.

2. The basic annual salary of a principal or assistant principal shall be his proper step on the Teacher's Salary Schedule commensurate with his degree. The actual annual salary of a principal or assistant principal shall be his base salary times the appropriate ratio shown in paragraph 3, below, plus, and when eligible, any service increments included in the Teacher's Salary Schedule.

3. The following table of ratios shall be applied to the Teacher's Salary Schedule for the purpose of determining the annual salary of principals and assistant principals, as set forth in paragraph 2, above.

4. In district administrative promotions an administrator being promoted to an administrative position whose ratio scale is higher than the ratio scale of the position from which he is being promoted shall have his new ratio determined at the percentage appearing on the new ratio scale which is immediately higher than the percentage on the ratio scale which he was receiving in his position before such promotion.

If such promotion occurs after April 30th, his new ratio step computed as aforesaid, will remain the same for the next contract period.

5. In the event that no settlement is reached between the Board of Education and the Pennsville Education Association by July of the succeeding year and the Pennsville Administrators have settled contract negotiations, administrators' salary effective July 1, will be based on the following:

a. Unit members who are entitled to an increment will receive same.

b. The Board of Education will arrive at a percentage figure to increase base salaries.

c. Upon contract agreement with the PEA, the formula based on Article X. A-3 of the PAA will be utilized retroactively to July 1.

1984 - 1987

<u>Years of Service</u>	<u>12 Month High School Principal</u>	<u>12 Month Middle School Principal</u>	<u>10 Month Elementary Principal</u>	<u>12 Month Elementary Principal</u>	<u>10 Month Elementary Principal</u>	<u>12 Month High School Asst. Principal</u>	<u>12 Month Middle School Asst. Princip</u>
1	1.43	1.33	1.24	1.24	1.13	1.23	1.18
2	1.46	1.36	1.27	1.27	1.16	1.26	1.21
3	1.49	1.39	1.30	1.30	1.19	1.29	1.24
4	1.52	1.42	1.33	1.33	1.22	1.32	1.27
5	1.55	1.45	1.36	1.36	1.25	1.35	1.30
6	1.58	1.48	1.39	1.39	1.28	1.38	1.33
7	1.61	1.51	1.42	1.42	1.31	1.41	1.36

ARTICLE XI

INSURANCE PROTECTION

A. The Board of Education shall provide the health care insurance protection designated below.

1. The Board shall pay the full premium for each member.
2. The Board shall pay full dependency coverage for each member.

B. Provisions of the health care insurance program shall be the State Health Benefits Plan and shall be detailed in master policies and contracts and shall include:

1. Blue Cross
2. Blue Shield
3. Rider J
4. Major Medical

C. Members who elect not to become members of the health insurance program will not receive a monetary stipend in place of the insurance provided.

D. Members who are covered by some other insurance program are encouraged not to sign for double coverage.

E. The Board of Education will provide to all members of the Association, a blanket legal liability insurance policy. Premiums are to be paid by the Board of Education.

F. In addition to the above stated programs, provisions will be made to provide the following health program:

1. Prescription Drug Insurance Plan. The Board shall provide a prescription drug insurance plan, without contraceptives, \$2.00 co-pay variety. The Board's liability for such insurance shall not exceed an average of \$175.00 per employee for the 1984-85 school year; an average of \$190.00 per employee for the 1985-86 school year; and an average of \$200.00 per employee for the 1986-87 school year. The employee cost will be calculated on a district-wide basis, but if the total cost exceeds the Board's liability, the difference will be prorated among those members enrolled in the family plan. The Association reserves the right to request a co-pay plan higher than \$2.00 if the future rates indicate such a need.

2. Dental Insurance Plan (III A). The Board will provide full family coverage with a limit not to exceed an average of \$500.00 per administrator.

3. Optical Expense Reimbursement. Commencing with the 1986-87 school year, the Board will reimburse each employee for costs incurred for optical care for the employee only. In order to obtain reimbursement, the employee shall submit receipted bills to the Board no later than June 30, 1987. The Board will then reimburse the employee no later than July 31, 1987. Board liability, however, shall not exceed \$100.00 per employee for optical expenses.

## ARTICLE XII

### SABBATICAL LEAVES

A. Full-time administrative employees shall be eligible to apply for sabbatical leave in accordance with the following provisions:

1. A tenure administrator who has completed a minimum of seven (7) years of continuous service in the schools of Pennsville Township is eligible.

2. Sabbatical leave may be requested for either a full year or one-half year.

3. Sabbatical leave shall be for the purpose of educational advancement only. Acceptance of other full-time employment during such leave is prohibited.

4. The term of sabbatical leave shall be taken with the regular school year (July 1 to June 30).

5. No more than one (1) administrator shall be granted such leave in any one year.

6. Employees granted sabbatical leave shall receive one-half (1/2) their annual contracted salary if such leave is for one (1) year, or one-quarter (1/4) of their annual contracted salary if such leave is for one-half (1/2) year. Stipends for such leave will be divided into equal monthly installments and paid on the fifteenth (15th) day of each month the employee is on sabbatical leave.

7. Applications for sabbatical leave shall be submitted in writing to the Superintendent of Schools not later than April 1 of each year, stating the purpose of such leave and the intended duration of the leave. The Superintendent will consult with the Administration Committee of the Board of Education and the President of the Pennsville Administrators Association and they, jointly will make recommendations to the Board. Within one (1) month of receipt of a recommendation, the Board will notify the applicant in writing stating whether his request was granted or denied.



8. If granted sabbatical leave, the grantee shall agree in writing to return to Pennsville Township School District and work at least one (1) year after such leave expires.

9. If an employee on sabbatical leave resigns during such leave, he shall refund to the Board all such salary paid to him during the period of leave. If an employee resigns within one (1) year of the expiration of his sabbatical leave, he shall refund to the Board such proportion of the salary paid during the leave of absence as the unexpired proportion of one (1) year shall bear to said period.

10. Upon return from sabbatical leave, the employee will present a report to the Board of Education describing his study during such leave and proposals for making use of it in his work in the Pennsville School District.

### ARTICLE XIII

#### MISCELLANEOUS PROVISIONS

A. Except in emergencies when they are not available, the Superintendent shall consult appropriate Unit members regarding professional personnel selection, assignment transfer, or evaluations of any person assigned or to be assigned to a member's building. Information or advice received through such consultations will be considered by the Superintendent prior to his making any final decision or recommendation to the Board of Education.

B. Credit for Post Graduate Work

1. Administrators are encouraged to continue further training in recognized colleges and universities.

2. Candidates for further academic work shall register their intention with the Superintendent of Pennsville Public Schools prior to embarking on the course and obtain approval of the Superintendent for the program. The Superintendent in approving college semester credits and programs, will be guided by the thought, "Will this program improve this individual's performance as an administrator in the Pennsville Public School System?" The Superintendent will make the final decision on credit approvals.

3. Unit members obtaining Post Graduate credits after July 1, 1980, will receive a stipend of \$20.00 per credit per year. Only credits earned while in the employment of the Pennsville School System will be approved. Unit members presently receiving the \$10.00 per credit per year stipend will continue to receive that stipend for credits approved prior to July 1, 1975. Unit members presently receiving the \$15.00 per credit year stipend will continue to receive that stipend for credits approved after July 1, 1975, but prior to July 1, 1980.

4. If such work leads to a degree, the degree credit will then be given and the enabling credits will be discontinued.

5. If credits are earned, and no degree obtained, such credits will continue in effect permanently.

6. Post graduate credits will be submitted for approval for payment on the following dates: July 1, credits to be retroactive to the month following completion of the course work; October 1, credits to be retroactive to the month following completion of the course work; March 1, credits to be retroactive to the month following completion of the course work.

C. The Board of Education will maintain a centralized system of calling substitute teachers on a daily basis.

D. The Pennsville Administrators Association shall be granted any additional benefits and salary increases granted to the Pennsville Education Association.

E. Each Unit member will be reimbursed \$50.00 per person to partially pay his dues in either the NJASA, NJASSP, or NJASEP, upon proof of membership.

F. Whenever it becomes necessary because of an extended absence of an administrator and another administrator is directed by the Board of Education to assume the extra responsibilities of the absent administrator, the other administrator will receive a stipend of 5% of his yearly salary. The stipend will be paid only after the administrator has served in the dual capacity for a period of thirty (30) consecutive school days.

#### ARTICLE XIV

##### MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

The duration of this AGREEMENT shall be for three (3) years.

#### ARTICLE XV

##### STATUTORY SEPARABILITY

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.

ARTICLE XVI

DURATION OF AGREEMENT

A. The provisions of this AGREEMENT shall be effective as of July 1, 1984, and shall remain in full force and effect until June 30, 1987.

B. This AGREEMENT shall be mimeographed and reproduced. The cost shall be borne equally by both parties.

PENNSVILLE ADMINISTRATORS ASSOCIATION:

BY: *Andrew G. Melnick*  
PRESIDENT

PENNSVILLE BOARD OF EDUCATION:

BY: *Nina A. Free*  
PRESIDENT

BY: *Thomas J. Little*  
SECRETARY