

ARTICLE I

RECOGNITION

- A. The Pitman Board of Education, hereinafter known as the “Board”, hereby recognizes the Pitman Administrators Association, hereinafter known as the “Association”, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all totally certified full-time personnel under contract and employed by the Board and assigned as an employee with administrative and supervisory responsibilities which shall include the following:

12 Month Positions

- A. High School Principal
- B. Middle School Principal
- C. High School Assistant Principal
- D. Director of Guidance
- E. Supervisor of Special Services
- F. Two Existing Elementary Principals

11 Month Positions

- A. Director of Athletics
- B. Middle School Assistant Principal
- C. One Elementary Principal

10 Month Positions

None at this time.

All administrators who are currently employed in the above listed positions will remain in these positions until they vacate them for any reason (i.e. retirement, resignations, etc.)

The Association agrees that at the time of vacancy the Board can evaluate the position and assign any new administrator to a 12, 11 or 10 month employment contract.

At no time shall there be less than five (5) twelve month administrative positions in the district.

- B. The Association hereby recognizes the Board as the legal authority elected as representatives of the people and further recognizes the responsibilities of the Board and the Superintendent of Schools for the conduct and operation of the School district in compliance with New Jersey Statutes Title 18A.

ARTICLE II

NEGOTIATIONS PROCEDURE

The parties agree to enter into collective negotiations for a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement concerning terms and conditions of employment. Negotiations shall begin no later than 30 days after the P.A.A. notifies the Board of its intent to begin negotiations on a successor agreement.

ARTICLE III

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012 and shall be subject to the right to negotiate a successor Agreement as provided above.
- B. This Agreement shall not be modified in whole or in part except by an amendment in writing duly executed by both parties.
- C. Neither party to the negotiations shall have any control over the selection of the negotiations representative of the other party.

ARTICLE IV

BOARD RIGHTS

- A. The Board and Association recognize that the Board has certain powers, discretions and duties that, under the Constitution and laws of the State of New Jersey, particularly Title 18A, may not be delegated, limited or abrogated by agreement with any party. Accordingly, any provision of this Agreement, or any application, shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE V

GRIEVANCE PROCEDURE

- A. A “Grievance” shall mean a claim by the employee or the Association, based upon the interpretation, application or violation of this Agreement, policies and administrative decisions concerning terms and conditions of employment.
- B. A grievance to be considered under this procedure must be initiated by the employee or Association within thirty (30) calendar days from the time of its occurrence.
- C. Failure of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee or the Association 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 the decision rendered at that step.
- D. It is understood that employees shall, during and notwithstanding the tendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board.
- E. A grievance shall be discussed first with the Superintendent of Schools in an effort to informally resolve the matter. However, if the matter is not resolved as a result thereof within five (5) school days from the said discussion, the grievance shall be set forth in writing to said Superintendent of Schools setting forth:

1. The nature of the grievance
 2. Article and section of the Agreement allegedly violated
 3. The result of the previous discussion
 4. The remedy sought
- F. The Superintendent of Schools shall endeavor to communicate his response to the written grievance in writing within ten (10) school days of receipt thereof.
- G. If the grievance is not resolved to the employee's or Association's satisfaction, he or 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 of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee within thirty (30) days after receipt of the request for review. The Board shall render a decision in writing and forward copies thereof to the employee and to the Association within thirty (30) days following said hearing.
- H. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, it shall so notify the Board and the Superintendent within ten (10) school days of receipt of the Board's decision.

ARTICLE VI

EVALUATION

- A. All non-tenured employees shall be formally evaluated at least three (3) times during the school year. A follow-up conference shall be held after each evaluation at which time employee strengths and weaknesses shall be indicated.

- B. On or before May 15th of each year, the Board shall give to each non-tenure employee a written offer of a contract for the next year or a written notice that such employment shall not be offered.
- C. All tenure employees are to be evaluated formally at least once per year.
- D. Each employee shall receive three (3) copies of the evaluation report within fifteen (15) calendar days following completion thereof.
- E. Two (2) copies shall be signed and returned to the evaluator, one to be retained by the evaluator, the other to be placed in the employee's personal file.
- F. All employees, if they so desire may submit a written reply to the evaluation. This reply shall be in triplicate, signed by the employee, and forwarded to the evaluator. The evaluator shall sign the copies and return one copy to the employee. One copy will be retained by the evaluator. The other copy will be placed in the employee's personal file.
- G. Notification of Summary Conference – In order to insure that the employee will be adequately prepared for this meeting, advance notice of three (3) school days will be extended to him or her of the forthcoming conference. This notice shall include a copy of the outline to be used as the evaluative instrument.
- H. Annual Summary Conference – This conference shall be held between the evaluator and the employee prior to the filing of the Annual Performance Report. Among the topics to be covered by this conference must be:
 - 1. A review of the performance of the employee based upon the job description.
 - 2. A review of the progress, or lack thereof, of the employee in meeting the objectives of the last annual PIP.
 - 3. A review of the annual written performance report, which must be signed within five (5) working days of the review.

- I. Annual Performance Report – This report shall be prepared at the direction of the Superintendent of Schools and shall contain:
1. Performance areas of strength.
 2. Performance areas (based on the job description) that are unacceptable and need improvement.
 3. An individual professional improvement plan which shall be constructed by the evaluator in consultation with the administrator. This written statement of action shall include:
 - (a) An opportunity for the employee to correct the deficiencies and continue professional growth.
 - (b) A time line for the implementation of the listed action(s).
 - (c) The responsibility of the employee to meet the statement of action(s).
 - (d) The responsibility of the district to assist the employee in meeting the statement of action(s).
 - (e) When no significant areas of weaknesses are identified, the improvement plan should be used to provide general guidance for voluntary professional improvement.
- J. Reports and Procedures – Each employee shall receive three (3) signed copies of the annual rating summary. Two (2) copies shall be signed and returned to the evaluator, one copy to be retained by the evaluator, the other copy to be placed in the employee’s personal file. The employee has the right to respond to the written annual rating summary. He or she will submit three (3) signed copies of a written statement. All copies shall be signed by both parties, one copy returned to the employee. One copy will be retained by the evaluator, the other to the placed in the employee’s personal file.

ARTICLE VII

LEAVES OF ABSENCES

A. Bereavement Leave

1. Any employee under contract with the Board shall be entitled to a non-deductible leave of absence from service as necessary in the event of death in his or her immediate family.
2. Up to five (5) days' leave in event of a death in the employee's immediate family. Immediate family shall mean (1) husband or wife, (2) father, mother, brother, sister, son, daughter or other persons who have assumed comparable responsibility.
3. Up to three (3) days' leave in event of death of a brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, grandparent, aunt, uncle, niece or nephew.
4. An employee may be granted one (1) day per year in event of death of a close personal friend.
5. Each case must be documented in writing and presented to the Superintendent of Schools, either before or after the period of leave.
6. In emergencies, additional bereavement leave time may be granted at the discretion of the Superintendent.

B. Personal Business Leave

1. Six (6) personal days shall be granted during a school year for one's personal business that cannot be conducted outside the realm of the normal working day. Unused personal days per year will be converted to sick leave days.
2. Personal leave ordinarily is not granted immediately before or after a holiday or school closing. However, the

Superintendent may, in his discretion, grant such a request for a proper reason.

3. Application for such leave shall be made to the Superintendent, or the employee's immediate supervisor at least two (2) school days before such leave is to begin. In case of serious emergencies, such leave requests may be granted immediately by the superintendent or immediate supervisor.

C. Sick Leave

1. All twelve (12) month employees are entitled to twelve (12) sick days each fiscal year; eleven (11) month employees are entitled to eleven (11) sick days; ten (10) month employees are entitled to ten (10) sick days. Sick leave allowances during the year of service for employees whose employment is subsequent to the beginning of the school year and for those who terminate their services prior to the expiration of such year shall be pro-rated according to the ratio that the number of days of possible service bears to the total number of days of service during the contract year. Unused sick days are cumulative as per Article VII, Section I.

D. Maternity Leave

1. The Board of Education hereby agrees to fully comply with federal and state law decisions including the New Jersey Division on Civil Rights with respect to maternity leave. (Compliance with Family Leave Act of 1993)

E. Sabbatical leave

1. A sabbatical leave may be provided to an employee upon the recommendation of the Superintendent of Schools and approved by the Board of Education. Sabbatical leave will be considered for the purpose of advanced study at an institution of higher learning. The applicant must have completed six (6) consecutive fiscal years in the District in order to be eligible.

2. Approval may be granted for one full year of study at half pay, with full pay for one half year. As a condition to granting sabbatical leave, the employee shall enter into a contract, as prescribed by the Board, to continue in service in the District for a period of two (2) years after the termination of the sabbatical leave.
3. If any employee fails to continue to provide a service to the District after such leave of absence, the employee shall repay to the Pitman Board of Education a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the subsequent two years' service bears to the full two years.

F. Military Leave

1. The Board of Education shall grant military leave to an employee in accordance with the appropriate provisions of the New Jersey Statutes Annotated Title 18A.

G. Jury Duty

1. Any employee who is called for jury duty shall receive an amount of money equal to his daily rate, less the amount of money received daily for serving as a juror.

H. Witness in Court

1. Employees may be absent with loss of pay when the absence is in obedience to legal process. Legal process shall mean a summons to appear as a witness in court in the State of New Jersey, or in court of the United States, in a case to which the person summoned is not a party and also such that the individual has no option but to appear.
2. In the case of the employee receiving compensation to appear as a witness in court, the Board of Education shall pay said employee an amount of money equal to his daily rate.

I. Sick Leave Reimbursement

1. As of July 1, 2006, tenured administrators are eligible for sick leave reimbursement upon retirement from the TPAF.
2. As of July 1, 2006, all sick days earned prior to 6/30/06 will be paid out at the rate of \$75.00 per day.
3. As of July 1, 2006, all sick days earned after to July 1, 2006, will be paid at the rate of \$85.00 per day for the duration of the contract.
4. As of July 1, 2006 a 3-tier cap will be applied to sick day:
 - a. \$20,000 cap for sick days paid out over a three year period for members of the PAA as listed on Schedule A.
 - b. \$15,000 cap for sick days paid out over a two year period for all other members of the PAA employed by the Pitman Board of Education as of 9/1/05.
 - c. \$10,000 cap for sick days paid out over a one year period for all members of the PAA employed by the Pitman Board of Education after 7/1/06.
5. After reaching and maintaining the cap in 4.a, b, and c., three (3) unused personal days that convert to sick days will be paid at the end of the year at the rate listed in 3.
6. In the event an administrator shall die during the course of employment, the eligibility rule shall be amended so that the administrator's estate shall be paid for the eligible unused sick leave.

ARTICLE VIII

VACATIONS

All Twelve (12) month employees shall be granted 4 weeks vacation upon completion of the first year. Eleven (11) and ten (10) month employees will not be granted vacation. Vacation days for any employee who begins employment after July 1 will be pro-rated.

- A. An effort shall be made to schedule vacations in accordance with the employee's wishes, subject, however, to the needs of the School District, as determined by the Superintendent of Schools.
- B. Each year of service an employee in the Pitman Schools shall be counted toward administrative vacation time, when one assumes a full-time administrative position.
- C. Upon the death of an employee, the Board of Education will pay his/her estate a sum of money equivalent to the salary of his/her unused vacation days.
- D. An administrator may carry over 10 days of accumulated vacation time to another fiscal year at the discretion of the Superintendent.
- E. Upon retirement PAA members will be paid up to a maximum of 30 days at their per diem rate – 20 from the current year and up to 10 as per letter D above.

ARTICLE IX

HOLIDAYS

- A. Employees shall be granted time off with pay for the legal holidays which are set forth in the school calendar. However, the Superintendent of Schools reserves the right to require them to work during other times that school is in session when, in his discretion, the work load dictates the need therefore.

ARTICLE X

VOLUNTARY AND INVOLUNTARY TRANSFERS

- A. General – The Board and the Association recognize that from time to time it may be necessary to reassign and/or transfer employees. These decisions, whether referring to voluntary or involuntary reassignments and transfers, shall rest with the board and its decisions in regard thereto shall be final.

- B. Notification of Vacancies
 - 1. All vacancies in administrative positions shall be adequately publicized by the Superintendent. Qualified employees may submit their applications in writing to the Superintendent within then (10) school days of the public notice. The Superintendent, or his designee, shall acknowledge in writing the receipt of all such applications and shall grant each qualified candidate a personal interview.
 - 2. Each employee who applied shall receive notification from the Superintendent when a selection has been made.
 - 3. Nothing herein shall be construed to require the Board to fill the vacancy from applicants from within the School system.

- C. Involuntary Reassignment and/or Transfer
 - 1. Notice of an involuntary reassignment or transfer shall be given to the affected employee as soon as practicable.
 - 2. Upon receipt of said notice, the affected employee may request a meeting with the Superintendent of Schools which shall be granted within a reasonable time following said request. At that meeting, the employee shall be advised of the reason for said reassignment and/or transfer.

ARTICLE XI

INSURANCE COVERAGE

- A. The entire annual Horizon PPO insurance premium for individual, parent/child(ren) and/or family coverage will be paid by the Board for each employee who remains in the employment of the Board for the full school year. Such coverage shall be equal to the existing coverage but purchased at the best possible cost to the board. The PPO office co-pay for 2009-10 through 2011-12 shall be \$5.00. All other co-pays as per rules governing plan.
- B. Employees who voluntarily elect to waive medical coverage shall be entitled to \$2,500. If 30% or more of the membership waives medical coverage the amount shall be increased to \$3,000. Employees must apply each year during open enrollment. 50% of the amount will be paid in the second pay in January, 50% in the second pay in June.
- C. Unmarried employees with no immediate family dependents shall be eligible for individual coverage only.
- D. For the duration of this Agreement, the Board will provide four hundred and fifty (\$450) towards an employee family dental insurance plan for each participating employee who remains in the employment of the Board for the full school year. Employees through the Board payroll deduction plan shall pay the rest of the insurance premium, if any. A minimum enrollment of thirty percent (30%) shall be required for initiating a dental plan. The plan is to be mutually agreed upon.
- E.. Effective October 1, 2004, the board shall provide for employee prescription coverage under the current Horizon Blue Cross/Blue Shield contract as per rules governing the plan. Prescription Mail order included in the Medical Plan will be \$0.00 co-pay for 3 month supply. All other prescription purchases as per rules governing plan.

ARTICLE XII

PROFESSIONAL DUES AND INCOME PROTECTION PLAN

- A. The Board of Education shall provide each full-time administrator \$2,650.00 toward an income protection plan and/or membership in professional organizations.
- B. The aforementioned shall be subject to the approval of the Superintendent on a yearly basis.

ARTICLE XIII

TRAVEL REIMBURSEMENT

- A. An employee utilizing his/her personal vehicle in the performance of school related duties shall be reimbursed according to the Core Regulations. .
- B. An employee traveling outside the District on school business, as approved by the Superintendent, shall be reimbursed at the aforementioned rates.

ARTICLE XIV

TUITION REIMBURSEMENT

- A. The Board of Education, in order to implement its philosophy of encouraging educational improvement, shall pay up to the total cost (100%), at the New Jersey State University rate, of graduate level credits taken at an approved college or university, subject to the following conditions:
 - 1. An employee may undertake 12 credit hours each year to be paid by the Board of Education.
 - 2. The course(s) must receive prior written approval by the Superintendent of Schools. Courses must be of such a nature that are a benefit to the District.

3. The Board shall reimburse up to the total costs of tuition, at the New Jersey State University rate. Such reimbursement shall be made after the course(s) are been completed upon presentation of receipted bills and transcripts of credit. An employee must receive a grade of B or better, or P for pass in order to qualify for reimbursement.
4. The cost of tuition for a course(s) not completed shall be borne by the individual employee.
5. A tenured employee receiving tuition reimbursement shall remain in the district for one (1) year after completion of the course(s), or the tuition reimbursement monies received the previous year must be returned, in full, to the Board of Education.
6. Non-tenured administrators are eligible for tuition reimbursement under the same conditions, however, if a non-tenured administrator voluntarily leaves the employment of the district prior to attaining tenure, the total amount of tuition reimbursement shall be returned to the district prior to voluntary separation.

ARTICLE XV

HOURS OF WORK

- A. The Board of Education recognizes the fact that an employee's hours of work cannot be fixed. However, it is expected that each employee shall work the required number of hours per week to perform his/her job in an effective and efficient manner.
- B. It is also recognized by the Board of Education that there will be times when an employee, in fulfilling his/her duties and responsibilities, will be required in attendance during the evening, or weekend, and when the latter occurs the employee may ask for compensatory time off. The Superintendent shall review the request and may, in appropriate cases, grant the same.

ARTICLE XVI

MISCELLANEOUS

- A. The annual employment increment and/or adjustment increment is not to be construed as automatic. The increment and/or adjustment is the maximum dollars an employee is eligible to receive based upon a satisfactory yearly evaluation by the Superintendent of Schools.
- B. The withholding of a total employment increment and/or adjustment increment shall be in accordance with Title 18A:29-14 of the New Jersey Statutes Annotated – Education Laws.
- C. The dismissal or reduction in compensation of a tenured person shall be in accordance with Title 18A6-10 to 6-17 of the New Jersey Statutes Annotated – Education Laws.
- D. The first year's salary is negotiable for a new employee. The salary for subsequent years of employment will be based on the agreement between the Pitman Administrators Association and the Pitman Board of Education.
- E. Employees may submit to the Board, through the Superintendent, requests to attend national, state and local professional conferences or meetings. Any approval granted shall provide for Board payment of reasonable expenses incurred in connection therewith.
- F. Two administrators each year, upon request, and with the approval of the Superintendent, may attend a national convention for which the Board of Education will assume 100% of incurred allowable expenses per Core Regulations toward registration, transportation, hotel and meals beginning July 1, 2009.

ARTICLE XVII

SALARIES

A. Effective July 1, 2009, each employee covered by this Agreement shall receive a salary in accordance with Schedule B.

2009 - 2010 – 4.2%

2010 – 2011 – 4.1%

2011 - 2012 – 4.0%

On behalf of Pitman Board of Education:

_____ Joseph F. Martin , President

On behalf of Pitman Administrators Association:

_____ Jay Stillman, President

Attest: _____
Assistant Superintendent for Business/Board Secretary

SCHEDULE A

1. Thomas Agnew
2. Eileen Salmon

SCHEDULE B
SALARY SCHEDULE

NAME		09-10 Salary	10-11 Salary	11-12 Salary
Lombardo	12 mo.	117,551	122,371	127,266
Stillman	12 mo.	109,733	114,232	118,801
Ricketts	12 mo.	108,053	112,484	116,983
McAlee, M.	11 mo.	77,069	80,229	83,438
Salmon	12 mo.	110,104	114,618	119,203
Peters	11 mo.	77,108	80,269	83,480
Agnew	12 mo.	123,042	128,087	133,211
Fragale	12 mo.	110,622	115,157	119,764
Harper	12 mo.	121,552	126,536	131,598
Morris	11 mo.	89,612	93,286	97,018