

JUNE 16, 2010

AGREEMENT
BETWEEN
THE PENNS GROVE-CARNEYS POINT REGIONAL SCHOOL DISTRICT
ADMINISTRATORS ASSOCIATION
AND
THE PENNS GROVE-CARNEYS POINT REGIONAL
BOARD OF EDUCATION
FOR
2009-2010, 2010-2011, and 2011-2012

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ARTICLE 1
RECOGNITION

The Penns Grove-Carneys Point Regional Board of Education recognizes the Penns Grove-Carneys Point Regional School District Administrators' Association as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for Administrators of the District. Excluded from this group are the following: Superintendent, Director of Curriculum and Instruction, Business Administrator/Board Secretary, Labor Relations Coordinator, Director of Special Services, and the Director of Early Childhood & Federal/State Programs.

ARTICLE 2
NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. All negotiations shall be as provided in accordance with the provisions of N.J.S.A. 34:13-1 et. seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment.
- B. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it must be subsequently ratified by the Board of Education in order for any such Agreement to be binding upon the Board. Any such ratified Agreement shall be reduced to writing, be signed by the Board and the Association and be adopted. There will be no unilateral changes in terms and conditions of employment without prior negotiations by the parties.

ARTICLE 3
GRIEVANCE PROCEDURE

- A. Definitions
 - 1. A grievance shall mean a claim that there has been an improper application, interpretation, or violation of this Agreement, administrative decision, or Board policy affecting terms and conditions of employment.
 - 2. Aggrieved person - An "aggrieved person" is the person or persons or the Association making the claim.
 - 3. A grievance may be filed by an individual member or by the Association either in its own name or as the representative of a group whose individual signatures shall be necessary.
 - 4. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days of the grievant's knowledge of the occurrence.

B. Procedure

1. Failure at any step to communicate the decision on a grievance within the specified time limitation shall permit the aggrieved employee to proceed to the next step.
2. Failure to appeal within the specified time limitations from an answer, which is unsatisfactory, shall be deemed to constitute an acceptance of such response as being final or disposed thereof.
3. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the last working day of the year of the aggrieved party and if left unresolved until the beginning of the following school year could result in irreparable harm to the person filing the grievance, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of school or as soon thereafter as is practicable.
4. It is understood that employee 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 fully determined.
5. An individual Administrator who has a grievance shall discuss it first with his/her immediate superior in an attempt to resolve the matter informally.

6. Level One - Immediate Superior

If as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within seven (7) working days, he/she shall set forth his grievance in writing to the immediate superior specifying the nature of the grievance. The immediate superior shall communicate his decision to the grievant in writing within seven (7) work days of receipt of the written grievance.

7. Level Two - Superintendent of Schools

The grievant, no later than seven (7) work days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The Superintendent shall communicate his decision in writing to the grievant and the immediate superior below the Superintendent.

8. Level Three - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he/she, no later than seven (7) work days after the 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, 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 at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

9. Level Four - Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within ten (10) work days after the receipt of the decision which is being appealed. Within fourteen (14) calendar days after such written notice of submission to arbitration, the Board and the Administrators' executive Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified time period, the following procedure will be used to secure the services of a arbitrator:

- a. A request will be made to the American Arbitration Association or New Jersey Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. All proceedings will be conducted in accordance with the rules of the American Arbitration Association.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association or New Jersey Public Employment Relations Commission to submit a second roster of names.
- c. If the parties are unable to determine within ten (10) calendar days of the receipt of the second submitted list, a mutually satisfactory arbitrator, the American Arbitration Association or New Jersey Public Employment Relations Commission shall be requested to designate an arbitrator.
- d. The Arbitrator so selected shall confer with the representative of the Board and the Executive Committee and shall hold hearings promptly and shall issue his/her decision no later than thirty (30) days from the close of the hearings. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding upon the parties. It

is expressly incumbent upon the arbitrator to not consider any past practices of the parties in any manner for any dispute arising under this Agreement, and he/she shall be limited to the "the four corners" expressly set forth herein.

10. Right to Representation

Rights of Administrators to representation shall be as follows:

- a. Any grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by one (1) representative(s) and/or an attorney.
- b. When a grievant is not represented by the Association in the procession of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent and at each subsequent level, be notified that the grievance is in process, and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

11. Miscellaneous Provisions

- a. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants.
- b. No meetings or hearings under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this Article.
- c. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
- d. Time lost by any grievant and/or his/her representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

ARTICLE 4
ADMINISTRATORS' WORK YEAR

A. The following administrators will be employed from July 1, to June 30, of each year covered by this contract:

1. High School Principal
2. Middle School Principal
3. Elementary Principals
4. High School Assistant
5. Middle School Assistant

- B. Administrators whose employment period is from July 1 to June 30 will be granted twenty (20) days of paid vacation which shall be scheduled with the approval of the Superintendent of Schools. Administrators with ten (10) years or more of service shall receive one (1) additional week of vacation. Such days shall be deemed to be in addition to New Jersey legal holidays when school is not in session during the academic year:
1. Any Administrator employed for less than a full year shall have vacation days prorated.
 2. Administrators can carry over two (2) weeks per year without prior approval. Additional carryover will require the approval of the Superintendent and will not exceed thirty (30) days. Effective July 1, 2007, in addition to the ten days in the first sentence, the administrator may request that up to five (5) additional unused vacation leave days shall be paid to the administrator at the per diem rate. In order to be eligible for this payment, the administrator must give written notice to the Business Office by December 31 prior to the carryover date (the next July 1) of his/her intention to be reimbursed. The notice shall include the number of days up to and including five (5) for which the administrator seeks reimbursement.
 3. Administrators may take vacation days when school is in session with the Superintendent's permission as long as they arrange for another building administrator to be on call.
- C. The following administrators shall be employed from September 1 to that date which is one (1) week after the last working day of the regular school year when the district has 10 month administrators.
1. High School Assistant Principal--10 Month
 2. Middle School Assistant Principal—10 Month
- D. Additional work days required beyond the regular work year shall be compensated as follows:
- 10 month administrators. . . . 1/200 per additional day
12 month administrators. . . . 1/240 per additional day
- If the Administrator and Superintendent both concur then a compensatory day may be jointly determined in lieu of the money compensation.
- E. When schools are closed due to inclement weather the following conditions shall apply:
1. If it is necessary to close schools after an administrator has already reported to his/her work station the administrator will remain on duty if the Superintendent requires it.

2. If schools are closed before normal reporting time and the Superintendent requires administrators presence they must be notified through the normal system prior to 7:30 A.M. and shall report unless prevented by an "act of God".
 3. Such additional "inclement weather" work days shall not cause ten (10) month administrators to work into the month of July.
- F. Whenever an administrator is required to work on a legal holiday, they will receive a compensatory day off which must be utilized before July 1, and with one (1) weeks' notice to be given to the Superintendent.

ARTICLE 5 PROFESSIONAL MEETINGS

- A. 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.
- B. One tenured administrator each year shall be permitted to attend a national professional conference if the Superintendent recommends same to the Board of Education. The following restrictions shall apply;
1. A maximum amount of \$1,000.00 in expenses will be reimbursed.
 2. No more than three (3) work days may be utilized.
 3. If the administrator voluntarily leaves the employ of the Board within one (1) year after attending such a conference, the administrator shall reimburse the Board for all monies received under this Article.

ARTICLE 6 PROFESSIONAL GROWTH

All Administrators of the Penns Grove-Carneys Point Regional School District shall receive reimbursement of 100% of the cost of graduate course credits based on the cost of credits attained at Rowan College, including the Doctoral program. 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.

To be eligible for reimbursement, all of the following criteria must be met.

1. The applicant must have approval of the Superintendent or his designee prior to taking the course.
2. The applicant must receive a mark equivalent to "A", "B" or "Pass" in a Pass/Fail course.
3. No employee will be reimbursed for more than twelve (12) semester hours credit completed during any one fiscal year.

Employees shall receive reimbursement within forty-five (45) days of verification by transcript or other evidence of successful course completion.

ARTICLE 7 FRINGE BENEFITS

A. Insurance Protection

1. For employees on the payroll prior to August 3, 1991, the Board shall provide health insurance coverage for those employees and for their dependents, where applicable, at no cost to the employee. Such coverage shall be provided under the Connecticut General plan or its equivalent. Health insurance coverage shall be for the full twelve (12) month period each year. No Administrator shall be entitled to health insurance coverage who works three fifth's or less the amount of days as a fulltime administrator. Effective April 1, 2009, the carrier for health/hospitalization insurance shall be the School Employees Health Benefits Program. Full-time administrators hired before August 3, 1991, shall be eligible for employee and dependent coverage at no cost to the employee. Full-time employees hired effective August 3, 1991, or later, shall be eligible for employee-only coverage at no cost to the employee. They shall be also eligible for dependent coverage, with the cost of dependent coverage to be paid 80% by the Board and 20% by the administrator. Health insurance coverage shall be for the full twelve (12) month period each year. No Administrator shall be entitled to health insurance coverage who works three fifth's or less the amount of days as a fulltime administrator.
2. Employees hired effective August 3, 1991, or later, shall be eligible for employee-only coverage at no cost to the employee. They shall be eligible for dependent coverage, with the cost of dependent coverage to be paid seventy (70%) per cent by the Board and thirty (30%) percent by the employee. Effective April 1, 2009, this section shall be deleted.
3. The spouse of a district employee who is otherwise eligible for any health insurance coverage under this Article shall not be provided said coverage as long as his/her spouse is covered under a family plan provided by the district.

Any such person shall be considered as having waived their entitlement and shall receive the appropriate amounts specified for such waiver in Section E of this Article. During the year prior to retirement, the spouse may enroll in single coverage if necessary to meet eligibility for the State retirement health plan.

4. Employees must notify the district office of any change in dependent status within 30 days of the change occurring or they must reimburse the district the difference in rates for all time they should have been in a lower cost category.
5. If the Board desires to change its insurance provider, the Association agrees that it will accept the benefit levels of the State Health Benefits Program in effect at the time of change as meeting the test of equivalent benefit levels. If the Board wishes to switch to a provider other than the State Health Benefits Program, benefit levels must be equal to or greater than those enjoyed at the time of change.

B. Prescription Insurance

The Board shall provide a five dollar (\$5.00) co-pay for name brand/two dollar (\$2.00) generic prescription plan for administrative personnel and their dependents, where applicable. Effective January 1, 2008, the employee co-pay shall be \$20 for brand name; \$10 for preferred; \$2 for generic; and, \$0 for mail order. The Board will pay the full cost for employees on the payroll prior to August 3, 1991. Employees hired effective August 3, 1991, or later, shall be eligible for employee-only coverage at no cost to the employee. They shall be eligible for dependent coverage with the cost of dependent coverage to be paid seventy (70%) percent by the Board and thirty (30%) percent by the employee. Effective April 1, 2009, the Board shall provide a prescription insurance plan for administrators and their dependents, where applicable, through the School Employees Health Benefits Program. Full-time administrators hired before August 3, 1991, shall be eligible for employee and dependent coverage at no cost to the employee. Full-time employees hired effective August 3, 1991, or later, shall be eligible for employee-only coverage at no cost to the employee. They shall also be eligible for dependent coverage, with the cost of dependent coverage to be paid 80% by the Board and 20% by the employee.

C. Section 125 Plan

The Board will allow employee participation in a qualified I.R.S. Code Section 125 Plan each school year. The Board will not administer the plan nor will it have any liability nor responsibility regarding the agent or agents administering the Plan.

1. The Board shall pay each eligible administrator who has properly executed a Section 125 Plan the amount of \$1000 each year to be utilized as the employee choose within the confines of the Plan rules and requirements. Effective July 1, 2009, the amount for the following employees shall be \$1,250: Mary Kwaitkowski, Michael Renner, Paul Rufino, Emma Shockley and Jean Spinelli.

2. If, during any year of this Agreement, the amount paid to teachers exceeds \$1000, the amount specified in C, above shall be changed to reflect the same amount paid to teachers.
3. If the Association requests in writing by July 1st of any year, the Board shall provide only single medical coverage and single prescription coverage to each employee. The total amount of premium paid by the Board during the school year in which the request is made which represents the difference between single coverage and all other dependent coverages shall be divided equally among all bargaining unit employees eligible for medical and prescription coverages. The resulting amount shall, upon the employees request, be deposited in the employee's Section 125 Plan each year.
4. Effective on July 1, 2007, employees eligible for health and/or prescription coverage under the terms of this contract may, upon proof of coverage elsewhere, opt out of coverage through the Penns Grove-Carneys Point Regional School District and receive the following allowance to be paid with their contractual pay, on December 15 and June 15 of the school year.:

| | |
|----------------------------------|------------|
| WAIVED MEDICAL INSURANCE | \$1,200.00 |
| WAIVED PRESCRIPTION INSURANCE \$ | \$400.00 |

ARTICLE 8
SICK LEAVE

- A. All administrators shall be entitled to 13 sick days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Sick leave may be used for a medical or dental appointment. Three (3) of the 13 sick leave days per year may be used for the illness of an immediate family member as defined in Article 9, 4. a. Any administrator employed for less than a full year shall have their entitlement pro-rated.
- B. Extended paid leave of absence may be granted to administrators who have exhausted accumulated sick leave through lengthy illness. For an administrator to receive the difference between his/her regular daily salary and the expenses, if any, paid by the Board to maintain a substitute administrator, such request must be in writing and shall be granted by the Board on a case by case basis. The Board shall advise the administrator concerned, in writing, within 15 calendar days of its determination, which shall be made at the first public Board meeting following receipt of request.

ARTICLE 9
TEMPORARY LEAVES OF ABSENCE

- A. Administrators shall be entitled to the following non-accumulative leaves of absence with full pay each school year:
1. Four (4) days personal leave of absence for a compelling reason which requires absence shall be granted provided such obligation cannot be cared for outside of work hours. Written application to the Superintendent for personal leave days shall be made at least (7) days before taking such leave, except in cases of emergencies. Not more than one (1) administrator in the district will be granted such leave on a given day. Such leave shall not be granted contiguous to any legal holiday or school vacation.
 2. Time shall be granted for necessary appearances in all legal proceedings arising out of and in the course of the employment of the individual by the Board, excepting however, time in any legal proceeding in which the said individual is a party plaintiff in a suit against the Board or is a defendant in a proceeding brought by the Board against the individual.
 3. Other leaves of absence with pay may be granted by the Board for good reason.
- B. Sabbatical leave may be granted to not more than one (1) Administrator each school year for one (1) year at half salary. To be eligible, an Administrator shall have served ten (10) years in this School District of which five (5) years shall be in an Administrative position.
1. Any eligible administrator desiring a sabbatical leave shall make application to the Superintendent of Schools specifying the period and purpose of the leave desired and such other information as may be required by the Board of Education. In some cases, this may require an interview.
 2. All applications must be in the Superintendent's possession on or before February 1st of the academic year preceding the proposed sabbatical. The Board of Education will notify the applicant of acceptance or non-acceptance by the first Tuesday after the second Monday in May.
- C. Administrators shall receive a contractual benefit entitling them to an extended leave without pay for a one-year period, subject to Board of Education final determination.
- D. Death in Family
1. Any administrator is entitled to five (5) bereavement days leave in each case of death in the administrator's immediate family except if the death occurs during a vacation period. One or two day holidays shall not be considered vacation periods.

"Immediate" Family includes:

- a. Husband or Wife, Mother (also in-law), Father (also in-law), Grandparents, Brother, Sister, Children, and Grandchildren.
 - b. An allowance of one (1) day shall be granted in each case for death of other relative, subject to approval of Superintendent. If any administrator elects to use a personal day leave for such purpose, the Superintendent's approval shall be automatic. If the Superintendent refuses to approve the requested bereavement day and if the administrator has no remaining personal leave days, the requested day shall be granted without compensation.
- D. Any employee required to serve jury duty shall receive their regular pay for all such time served, provided the employee remits to the Board of Education any compensation other than mileage they may receive as a result of such service.

ARTICLE 10 SEVERANCE BONUS

- A. The Board shall grant each employee a severance bonus which shall be paid in full within sixty (60) days following actual retirement. The severance bonus shall be computed as follows:
1. Employees who retire shall receive one (1) day of pay for each four (4) credited and/or unused sick days and personal days.
 2. The bonus shall be computed by multiplying the appropriate fraction times the number of days accumulated and unused by the employee as of the date of retirement times the daily salary of the employee at the time of retirement. Daily salary shall be one over the number of work days for each particular unit member multiplied times the individual yearly salary of the employee at the time of retirement.
- B. To be eligible to receive said bonus, the following conditions must be met:
1. The administrator must have accumulated a minimum of 100 days.
 2. The administrator must have notified the Board in writing of their intent to retire at least one (1) year prior to their retirement.
- C. The maximum total amount any one employee can receive shall be \$16,000. All current employees shall be "grandfathered" as of September 1994. Severance bonus entitlement shall be individually calculated based on their 1994-95 salary and accumulated days. No employee shall receive less upon actual retirement than they are entitled to when the calculation is made. In the event that the Employees'

Association Agreement exceeds \$16,000; the Administrators' Association shall have a right to re-open and re-negotiate the total amount of \$16,000.

- D. Upon the death of any employee entitled to a severance bonus, the entitlement shall be paid to the estate of the deceased employee within sixty (60) days of the death.

ARTICLE 11
ADMINISTRATIVE PROCEDURES

- A. The Superintendent shall attempt to provide each administrator a developed listing of substitute secretaries, special teachers and regular classroom teachers by September 1 of each school year.

ARTICLE 12
SALARIES

- A. The Salaries of employees covered by this agreement are set forth in Schedules which are attached hereto and made a part hereof.
- B. Credit for outside administrative experience may be given upon initial hire at the discretion of the Board of Education. Past practice shall not be applicable.
- C. Newly appointed Administrative personnel, already employed in the district, shall be placed on the first step of the salary guide. In the event the individual appointed is currently employed in an administrative capacity in this district, he/she may be given credit for previous district administrative experience upon appointment. Past practice shall not be applicable.
- D. Any ten month employee called upon to work other than as specified herein shall receive a pro-rated rate of pay for such time worked which shall be in addition to his/her regular salary.
- E. Proposed scale is indicative of minimum starting salary for newly hired administrators to the district as well as providing a \$5,200 differential between each building level positions for administrators who may move laterally.

| | |
|------------------------------|----------|
| HIGH SCHOOL PRINCIPAL | \$98,177 |
| MIDDLE SCHOOL PRINCIPAL | \$92,776 |
| ELEMENTARY PRINCIPAL | \$86,395 |
| 10 MONTH ASSISTANT PRINCIPAL | \$65,410 |
| 12 MONTH ASSISTANT PRINCIPAL | \$77,191 |

The 10-month assistant principal will receive an additional two (2) months of salary added to his/her base should he/she move to the 12-month assistant position. The Superintendent of Schools must pay any new administrator hiree the minimum starting salary. However, he may pay up to what an administrator was making at

another school plus the \$5200.00 differential. In order to calculate this formula, the following shall be the order for this determination.

High School, Middle School, Paul W. Carleton School, Field Street School and Lafayette/Pershing School

EXAMPLE OF HOW TO CALCULATE FORMULA:

Current administrator at Middle School salary of he/she were to move to the High School, plus \$5200.00. This salary would be the maximum amount that could be paid by the Superintendent. The Superintendent would also consult the Administrators' Association prior to making any offer to a new hiree other than the minimum salary.

ARTICLE 13
SCHOOL CALENDAR

The Administrators' Association should be consulted concerning the School Calendar for the ensuing year prior to its adoption by the Board of Education.

ARTICLE 14
PROMOTIONS

- A. All qualified Administrators shall be given opportunity to make application for any promotional positions.
- B. Each applicant currently employed under this contract, who meets the qualifications of the existing vacancy shall be afforded the opportunity of an interview.
- C. A list shall be given to the Association indicating which position(s) have been filled and by whom.

ARTICLE 15
EVALUATIONS

- A. The Administrative Unit, 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.
- B. Frequency of Review

The Superintendent shall establish supervisory procedures that will guarantee a minimum of three (3) written evaluations per year for each non-tenure administrator.

1. The first written evaluation shall be no later than December 1st.
2. The second written evaluation shall be no later than April 1st.

3. Tenured Administrators shall receive at least one written evaluation per year.

C. 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.

D. Right of Administrator to Respond

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, the administrator is entitled to have his/her response to the evaluation heard and appended to the evaluation report.

ARTICLE 16
FILE PROCEDURE

A. Any derogative and evaluative materials placed in the employees personnel file must bear the signature of the individual employee.

B. The employee shall have the right to respond to anything going into the personnel file and shall receive a copy of same.

C. The employee's signature shall be evidence only that he has seen the document, not that he agrees herewith.

D. Refusal to affix signature shall not preclude placement in one's personnel file.

E. Notice of Contract Renewal

Each non-tenure administrator shall receive written notice in accordance with 18A:27-10 each year of the renewal or non-renewal of his/her contract for the ensuing year.

ARTICLE 17
MISCELLANEOUS PROVISIONS

A. Separability

If any provision of the 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 other provisions or applications shall continue in full force and effect.

B. 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 prevailing I.R.S. rate per mile.

- C. There shall be a pool of \$500 to reimburse unit members for the replacement or repair of clothing or personal effects which are damaged or destroyed in the performance of the unit member's duties during their regular work day. There shall be a maximum \$100 per incident paid. All payments shall be made by July 30th following the work year for which the claims have been made. All unit members making such a claim shall complete and turn in a written damage report within seven (7) days of the incident. The report shall detail the date and time of the incident, the nature of the incident, including the names of any other staff or students involved, the item or items damaged and proof of the repair or replacement cost. If proof of cost requires more than seven (7) days to provide, the claimant is required to provide such proof as soon as possible. In the event that claims exceed the \$500 pool, all claims will be prorated. E.g., there are \$750 in claims in 10 incidents. The \$500 pool limit of \$500 is 67% of the claims of \$750. Each claim is paid at 67% of its original value.
- D. Each Unit member will be reimbursed to partially pay his/her dues in either the NJASA or PSA upon proof of membership. The per person annual maximum reimbursement shall be \$500 effective July 1, 2006. Effective July 1, 2009, the amount for the following employees shall be up to \$750: Mary Kwaitkowski, Michael Renner, Paul Rufino, Emma Shockley and Jean Spinelli.

ARTICLE 18
CORRECTIVE DISCIPLINE PROCEDURE

- A. No employee shall be discharged, suspended, disciplined, reprimanded, reduced in rank, or compensation without just cause. Any such action asserted by the Board shall be subject to the Grievance Procedure and progressively applied according to the following procedure.
- B. Violations of terms and conditions of employment and/or work rules may result in four (4) separate penalties to be progressively implemented.
 - 1. Oral Reprimand
 - 2. Written Reprimand
 - 3. Suspension Without Pay
 - 4. Discharge for Good Cause
- C. Prior to implementation of the above stated penalties the employee shall be given written notification and conferenced by the appropriate authority in order to provide the employee the opportunity to present his/her side of the issue and to develop the necessary corrective dialogue (between employer and employee) to rectify an alleged deficiency.
- D. Employees shall have the right to representation at all stages of this procedure.
- E. The affected employee and the Association shall receive copies of all correspondence regarding any disciplinary action taken by management or the Board of Education.

ARTICLE 19
DURATION

- A. This Agreement shall be effective commencing July 1, 2009, and shall remain in full force and effect through June 30, 2012.
- B. This agreement shall terminate as indicated above unless extended in writing by agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective officers.

Penns Grove-Carneys Point Regional Board of Education

by _____
President

Attest:

Brian Ferguson, Board Secretary

Date

Penns Grove-Carneys Point Regional School
District Administrators' Association

by _____
Paul Rufino, Co-President

by _____
Emma J. Shockley, Co-President

SALARIES
2009-2010, 2010-2011 and 2011-2012

| | Position | | <u>09/10</u> | <u>10/11</u> | <u>11/12</u> |
|-------------|----------|------|--------------|----------------|---------------|
| ARBELAEZ | 12 mo VP | MS | \$80,047 | \$82,849 | \$85,748 |
| ARMSTRONG | 10 mo VP | ELEM | \$72,590 | | |
| | 12 mo | | | | |
| ARMSTRONG | Prin | ELEM | | \$90,157 | \$93,312 |
| | 10 mo | | | | |
| ASCH | VP | HS | \$70,000 | | |
| ASCH | 12 mo VP | HS | | \$86,940 | \$90,014 |
| | 12 mo | | | | |
| CARTER | Prin | ELEM | \$97,941 | Retire 6/30/10 | |
| KWIATKOWSKI | 12 mo VP | HS | \$86,539 | | |
| | 12 mo | | | | |
| KWIATKOWSKI | Prin | ELEM | | \$94,768 | \$98,085 |
| RENNER | 10 mo VP | HS | \$67,830 | | |
| RENNER | 12 mo VP | HS | | \$84,245 | \$87,494 |
| | 12 mo | | | | |
| RUFINO | Prin | HS | \$131,426 | \$136,026 | \$140,787 |
| | 12 mo | | | | |
| SHOCKLEY | Prin | ELEM | \$112,235 | \$116,163 | \$120,228 |
| | 12 mo | | | | |
| SPINELLI | Prin | MS | \$99,540 | \$103,023 | \$106,629 |
| | 12 mo | | | | |
| WEBB | Prin | ELEM | \$111,464 | \$115,365 | Retire 8/1/10 |