AGREEMENT BETWEEN

JEFFERSON TOWNSHIP BOARD OF EDUCATION

AND

JEFFERSON TOWNSHIP ADMINISTRATORS' EDUCATION ASSOCIATION

July 1, 2010

Through

June 30, 2013

PREAMBLE

This agreement, entered into this 1st day of July, 2010 between the Board of Education of Jefferson Township, hereinafter referred to as the "Board", and the Jefferson Township Administrators' Education Association, hereinafter referred to as the "JTAEA."

ARTICLE I - RECOGNITION

Pursuant to the provisions of Chapter 123, Public Laws Of 1974, the Board hereby recognizes the JTAEA as the Majority representative and as exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified personnel under contract or on leave, now employed or as hereafter may be employed by the Board, including: Principals, Vice Principals, and Directors.

ARTICLE II - NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the provisions of Chapter 123, Public Laws of 1974, and such negotiations shall begin not later than November 2012. The JTAEA shall receive from the Board of Education, within thirty (30) days following receipt of the proposed contract, its reply to same.
- B. Upon request by the JTAEA president, the Board agrees to make known to the president when and where information is available that the Board is required by law to release. Not later than October 1, 2012, the Board shall provide the JTAEA with a complete administrative salary study showing administrator number, Jefferson Township experience, total experience level, contract salary, and the Board shall, as soon as same is available, supply the salary schedule.
- C. Neither party in any negotiation shall have any control over the election of the negotiating representatives of the other party.
- D. In accordance with Chapter 123, Public Laws of 1974, the Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the JTAEA for the duration of this agreement.
- E. This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly by both parties.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definition

- 1. A "grievance" shall mean a complaint by any employee or group of employees that there has been to the employee(s) or to the JTAEA an inequitable, improper or unjust application, interpretation or violation of Board policy, this Agreement, or an administrative decision;
- 2. A grievance to be considered under this procedure must be initiated by the grievant (the employee or the JTAEA as to its rights) within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.

B. Procedure

- 1. Failure to follow any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.
 - It is understood that any employee grievance 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.
- 2. Any employee grievant who has a grievance shall discuss it first with his/her immediate superior in an attempt to resolve the matter informally at that level. If a principal is not an immediate supervisor he/she will be informed of the nature of the grievance.
- 3. If within five (5) school days after the informal discussion with the principal or other immediate superior, the employee grievant is still dissatisfied with the decision that has been rendered by the principal or immediate superior, such grievance 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. The dissatisfaction with decisions previously rendered.

The principal or immediate superior shall render a decision formally within five (5) days after receipt of the written grievance.

4. The employee grievant, within five (5) school days after receipt of the decision of the immediate superior, may appeal the decision to the Superintendent of Schools. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate a decision in writing to the employee grievant, to the JTAEA and other immediate superior.

- 5. If the grievance is not resolved to the grievant's satisfaction; he/she may request a review by the Board no later than five (5) school days after receipt of the Superintendent's decision. 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 any option of the Board, except as noted below, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and the JTAEA within twenty (20) calendar days of the date of the hearing. The referred to hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice. Upon request of the following matters the Board shall not be required to give reasons for its decision. Decisions by the Board in these matters shall be final and such decisions shall not be subject to appeal or arbitration.
 - a. Any matter for which a specific method or review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education, or
 - b. A complaint by any member of the JTAEA occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position, for which tenure either is not possible or not required.
- 6. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he/she wishes review by a third party, he/she shall so notify the JTAEA within ten (10) days of receipt of the Board's decision. If the JTAEA determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) school days of receipt of the Board's decision.
- 7. a. The following procedure will be used to secure the services of an arbitrator:
 - 1) A joint request by the JTAEA and the Board be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - 2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.
 - 3) If the parties are unable to determine within ten (10) days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.
 - b. The arbitrator shall be limited to the issue submitted and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board. The recommendations of the arbitration shall be binding.
 - c. Rights of JTAEA members to representation:
 - 1) Any aggrieved person may be represented to any or all stages of the grievance procedure by himself/herself, or, at his/her option, by the JTAEA by a representative selected or approved by the JTAEA.
 - 2) When a JTAEA member is not represented by the JTAEA in the processing of a grievance, the Association shall at the time of

submission of the grievance to the Superintendent or any later level, be notified by the Superintendent that the grievance is in process, 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.

3) The Board and the JTAEA shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to this personal grievance.

C. Costs

- 1. Each party will bear its own cost.
- 2. 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.
- 3. If any time is lost by any employee who is required to be at arbitration proceedings, which have been mutually scheduled and agreed to, there shall be no loss of pay.

D. Judgment

If, in the judgment of the JTAEA a grievance directly affects a group or class of employees, the JTAEA may submit such grievance in writing to the Superintendent directly in accordance with the procedure set forth above and the processing of such grievance shall commence at said level. The JTAEA may process such grievance through all levels of the grievance procedure.

ARTICLE IV - EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States: that it shall not discriminate against any supervisory employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association; his participation in any activities of the Association; collective negotiations with the Board; or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms of conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employee hereunder shall be deemed to be in addition to those provided elsewhere.

- C. No employee shall be disciplined, reduced in rank or compensation, or deprived in any professional advantage without just cause as defined. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public unless formal charges are made, and shall be subject to the grievance procedure and limitations as set forth in Article III.
- D. Whenever any employee is required to appear before the Board of any committee or member thereof concerning any charge or inquiry into a matter which could adversely affect the continuation of that employee in his office, position or employment or the salary of any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a designated representative of the JTAEA present to advise him/her and represent him/her during such meeting or interview.

E. Criticism of Administrative Employees

Any criticism by a supervisor or Board member of an employee shall be made in confidence and not in the presence of teachers, parents, students or at a public gathering. Any complaints regarding an employee made to a supervisor or Board member must be made in writing. The employee shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association or legal counsel at any meetings or conferences regarding such complaint.

F. In the event a non-tenure JTAEA member is not retained he/she shall have the right to fully discuss the matter with the Superintendent and have the right to a representative of his/her choosing at such discussion.

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

- A. The JTAEA shall have the right to reasonable use of the school mailboxes and the inter-school mail facilities.
- B. The rights and privileges of the JTAEA and its representatives as set forth in this Agreement shall be granted only to the JTAEA as the exclusive representative of the employees and to no other organization.
- C. The JTAEA shall certify to the Superintendent of Schools the name of the President of the JTAEA by July 1st of each year. If it becomes necessary to change the President of the JTAEA because of illness, death, or change of employment, the person designated to fill the vacated office shall be granted the above as soon as feasible.
- D. Whenever any representative of the JTAEA participates in meetings mutually convened during working hours, they shall suffer no loss of pay.
- E. The JTAEA shall have the right to use school facilities and equipment, at times which will not interfere with the operation of school or central office business. The JTAEA shall furnish all materials and supplies incident to such use and for any repairs necessitated as a result of said use.

ARTICLE VI - EMPLOYMENT

- A. Previously accumulated unused sick leave days will be restored to all employees who return from extended leaves.
- B. Employees shall be notified of their contract status no later than the Board meeting of May 15th of each year; such contract shall be returned to the Superintendent within ten (10) days signed or unsigned.

ARTICLE VII - ASSIGNMENT

- A. Each administrator shall be given written notice of his/her assignment no later than the last weekday in May provided he/she has returned his/her signed contract. Such assignments are subject to individual changes in event of materials change of circumstances or emergency. Each employee affected by such change shall be notified promptly and in writing. Whenever any representative of the JTAEA is required to assume the duties of another administrator for a period of time on an acting/interim basis they will receive no payment for the first ten (10) days, then an additional \$500 per day.
- B. It shall be the policy of the Board to reimburse their employees for travel required in conjunction with their employment at the current Internal Revenue Service rate per mile. Mileage from the employee's residence to his/her first place of work for the day and from his/her place of work for the day to his/her residence shall not be reimbursable. If employees are expected to return to work a second time during the course of a day for evening functions they shall be reimbursed for their mileage (this would also apply to any expected weekend travel to the school when administrative attendance is expected).
- C. JTAEA members shall be assigned only within the area or scope of their certificates.

ARTICLE VIII - SALARIES

- A. Salaries (See Appendix Salary Guides A & B)
 - 1. The salaries of all administrators covered by this Agreement are set forth in Appendix A, covering the years 2010-11 (2.4%), 2011-12 (0.0%) and 2012-13 (2.4%) which is attached hereto and made a part hereof; said salary schedules shall be enforced in accordance with existing rules and regulations for application thereof.
 - 2. Administrators shall be paid on the 15th and 30th of each month. In the event the 15th or 30th falls on a vacation, holiday or weekend, the employee will be paid on the working day prior to the vacation, holiday or weekend.

B. Administrators may individually elect to have ten percent (10%) or more if they so desire, of their monthly salary deducted from their pay. These funds shall be paid to the administrator as follows:

Summer Pay Plan

- a. Employee completes a Tri-County Federal Credit Union form indicating amount of deduction and returns to Tri-Co;
- b. Tri-Co sends this signed form to the Board for monthly deductions;
- c. Tri-Co furnishes employee with quarterly statements showing status of each employee's account;
- d. Tri-Co furnishes the Board with a master list of deductions for savings.
- C. **Sick Days:** Two personal leave days, if not used, are allowed to accumulate as sick leave. Upon retirement, each unused sick leave day shall be reimbursed at \$115.00 per day, with a total employee cap of \$15,000.
- D. **Vacation Days:** No administrator shall accrue any more than five vacation days in any year or in total. That is, if an administrator uses only 20 days in a contractual year based upon a 25 days allotment, that administrator must use at least 25 days the succeeding year, or lose any such days not taken. Such accrual shall be limited to future use as vacation, as no accruals for the purpose of payment shall be allowed after July 1, 1997.
- E. The JTAEA may designate three tax-sheltered annuity plans to the Board and the Board shall permit employees wishing to participate in such plans to do so by way of a payroll deduction.

ARTICLE IX - EVALUATIONS

- A. An administrator shall have the right to see his evaluation reports, and shall be given a copy of all reports.
- B. If derogatory reports or administrator materials are to be retained for other than investigation, the administrator shall be shown the reports or letters, and given the opportunity to file a written answer to such material. This answer will be placed along with the derogatory material in the administrator's file. If the material is not to be retained it shall be destroyed by the Superintendent.
 - In the event any new material of a non-confidential nature is to be placed in the personnel folder (confidential material by way of description and not limitation refers to references, transcripts, and the like) the employee shall be given a copy or notified prior to its insertion and be given the opportunity to review such material. The employee's written comments, if any, relative to the materials, shall be made part of the employee's file.
- C. Existing files that were not shown to an administrator shall be checked for derogatory material and if any exists, may be returned to the administrator's file only in accordance with provisions of B above.

D. Annual written evaluations shall be followed by a personal conference between the administrator and his/her supervisor. An administrator shall have a reasonable opportunity to respond in writing to his/her evaluation. An administrator's signature on the evaluation report indicates that they have received a copy of the report and have had an opportunity to discuss it with the evaluator; however, it does not necessarily mean that he/she agrees with the evaluation.

ARTICLE X - SICK LEAVE

All twelve (12) month employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year, subject to the other provisions of this contract.

ARTICLE XI - TEMPORARY LEAVE OF ABSENCE

- A. Administrators shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
 - 1. Four (4) personal days may be taken, without reason, for non-recreation purposes provided oral application to the Superintendent or immediate supervisor (if applicable) is made at least five (5) days before any day requested (except in the case of emergencies). (Refer to VIII.C)
 - 2. For absence due to illness of any member of the employee's immediate family living in the employee's household, life partner living in immediate household, or for any member of the employee's immediate family not living in the employee's household for whom a doctor's certificate is provided stating that the employee's presence is required for medical reasons. Full pay for not more than five (5) days in each school year shall be paid to the employee. The immediate family is defined as: husband, wife, documented Civil Union and Domestic Partner, child, father, mother, mother-in-law, father-in-law, brother and sister.
 - 3. Employees who are summoned by the Court to appear for the purpose of jury duty shall be granted leave for the period of absence. Jury duty in local, county or other courts, established under the laws of the State and deriving their authority there from, is considered jury duty in a State court. Before jury duty leave is granted, an employee must submit a true copy of the official summons one (1) week prior to the beginning of such duty. Employees serving jury duty shall be reimbursed the difference between the salary and court pay for all schoolwork days of absence.
 - 4. Up to five (5) school days at any one time in the event of death of employee's spouse, documented Civil Union and Domestic Partner, child, parent. Up to three (3) calendar days at any one time in the event of death of any employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparent, brother, sister, brother-in-law, sister-in-law and grandchild. Employees shall be granted one (1) calendar day in the event of the death of a relative outside the employee's immediate family as defined above.
 - 5. Allowances shall be made for time necessary for appearance in a legal proceeding in which employee's appearance is necessary on behalf of the Board.

- 6. Up to five (5) school days without pay for the purpose of marriage and honeymoon, or up to one (1) day without pay for the purpose of attending the marriage of a member of the immediate family.
- 7. Other leaves of absence with pay may be granted by the Board for good and sufficient reason.
- B. Leaves taken under Section A above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XII - EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay for up to two (2) years shall be granted to any employee who joins the Peace Corp, Vista, or accepts a Fulbright Scholarship and is a full-time participant in such program.
- B. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- C. All employees who wish to apply for a disability/non-disability leave, without pay, should read and complete form F4152.2. During the term of leave, an employee may utilize all or part of accumulated sick leave. All leaves will recognize the need to provide for continuity of instruction, minimize the disruption of the teaching/learning process and establish dates to ascertain and secure appropriate personnel.

D. Leaves Of Absence Relating To Pregnancy and Child Care

- 1. Sick leave may be utilized during the actual period of disability during pregnancy in accordance with state laws, regulations, and case law.
- 2. Family leave for the care of a newborn or newly adopted child will be granted, without pay to eligible administrators in accordance with the federal Family and Medical Leave Act and the state Family Leave Act and applicable regulations.
- 3. Leave for the care of a newborn or newly-adopted child will be granted, without pay, to tenured administrators, in addition to any leaves described above, for the remainder of the academic year in which the leave is granted. Renewals of unpaid childcare leave for not more than the succeeding full academic year may be approved at the Board's discretion. Time on unpaid leave pursuant to this paragraph shall not be credited for tenure accrual and salary guide advancement.
- 4. Requests for unpaid leave pursuant to paragraph 3 by non-tenured administrators may be granted at the sole discretion of the Board. Time on such unpaid leave shall not be credited for tenure accrual and salary guide advancement.
- 5. An administrator must apply for unpaid family or child care leave no less than ninety (90) calendar days prior to the anticipated delivery day wherever possible, or in the case of

adoption, as soon as the administrator is informed of the date custody of the child will be obtained.

ARTICLE XIII - SABBATICAL LEAVE

- A. The underlying philosophy of the sabbatical leave is to increase the quality of administration to gain enriching and broadening experience by professional study, research or travel. Major consideration must be given to the benefits, which will accrue to the pupils and the community, through the individual's personal growth. Sabbatical leave shall only be granted for formal study or formal research.
- B. An applicant must be a certificated employee who has rendered service in the school system for no less than seven (7) active school years preceding the sabbatical leave. The applicant's statement of purpose and plan for sabbatical leave should reflect maturity and readiness commensurate with his/her experience in education.
- C. Not more than one administrator shall be granted sabbatical leave in any one academic year.
- D. A sabbatical leave may be granted for a period of one (1) semester or one (1) full year.
- E. Application for sabbatical leaves of absence must be filed with the Superintendent no later than January 1st for a leave beginning the first semester of the next school year. An applicant for a Sabbatical Leave of Absence shall file with the application form a detailed program for the period requested for Sabbatical Leave. All recommendations for approval will be made by the Superintendent to the Board.
- F. An administrator on sabbatical leave (either for one half (1/2) of a school year or for a full school year) shall receive 50% of their salary while on sabbatical leave.
- G. A certificated employee who is granted a sabbatical leave shall retain all rights of tenure and automatic increases in salary rating the same as though teaching the period of leave. Interruption of the sabbatical leave program by serious accident or illness shall not affect the sabbatical leave contract providing satisfactory evidence is presented to the Superintendent within twenty (20) days of such accident or illness. At the expiration of leave, the employee shall be reinstated to his former assignment, unless the position is not available. If the former position is not available, a consultation shall be arranged after which the Superintendent shall recommend to the Board an assignment in the best interest of the employee and/or schools.
- H. An employee granted a sabbatical leave must return to the system and serve for a period of not less than two (2) years following the completion of the leave. If unwilling to meet the obligations of return to the system for a two (2) year period, the employee shall immediately forfeit all rights of tenure and automatic increases in salary rating.
- I. An employee on sabbatical leave must notify the Superintendent of Schools in writing of this intention to resume duties in the system at least sixty (60) days prior to the expiration of said leave. Upon return from sabbatical leave, an administrator shall be placed on the salary schedule at the level, which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

ARTICLE XIV - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. As incentive for furthering education, the Board will financially assist administrators by providing course reimbursement for professional courses in which the administrator enrolls in an amount not to exceed \$20,000.00 annually for the total administrative team for the duration of the agreement. A grade of B or better is required for reimbursement eligibility. When an A-F system is not in force, e.g. S/U, reimbursement may occur upon the review of the superintendent. Reimbursement for successful completion of graduate study will be awarded to members attending only institutions of higher learning founded prior to 1950. Course reimbursement of more than \$5000 annually obligates the member to service to the district for a one-year period following receipt of a passing grade or to be required to repay the amount in excess of \$5000 received for that year prior to the effective date of resignation. Any administrator whose employment is terminated by the board will not be required to repay the Board.

1. Procedures

- a. JTAEA President will poll the membership by July 1 to identify those who intend to register for graduate courses and the respective tuition reimbursement costs
- b. To be eligible for course reimbursement, a staff member must have the written approval of the Superintendent prior to enrolling in a course.
- c. Eligibility for reimbursement is determined by the following formula:
 - 1) \$20,000/3 semester/# of administrators enrolled in approved courses;
 - 2) Any end-of-year balance will be distributed to aforementioned administrators not to exceed the original expenditures
- d. Upon completion of the course of study, the course grade shall be submitted to the Superintendent along with a copy of the signed course approval form.
- e. Upon Superintendent's review, a purchase order will be processed by the Superintendent's Office and submitted to the School Business Administrator for payment.
- B. Administrators may attend local and state workshops, conferences and conventions for which they will be fully reimbursed upon prior approval of the Superintendent to attend. Full reimbursement by the Board will be paid for three JTAEA administrators' attending professional workshops and/or national conventions.
- C. Any JTAEA employee who holds or earns a doctorate degree will receive compensation each year in the amount of \$4,000.00 in addition to his/her placement on the salary guide.
- D. Any employee who is promoted to Administrator from within or new to the district will have his/her mentoring and assessment fees paid by the Board of Education not to exceed \$2,500 per promotion.

ARTICLE XV - HOSPITALIZATION

- A. The Board shall provide full family health insurance for all employees and their eligible dependents on the health plans that existed in the 2005-2006 contract year POS, PPO and Traditional. All coverage and levels of coverage within each plan shall continue to remain at or above what existed during this time period. The Board shall pay 100% of the costs for these plans. Effective July 1, 2010, the JTAEA is subject to the provisions of Chapter 2, PL 2010. Provisions of the health-care insurance plans shall be detailed in master policies and contracts in effect during the 2005-2006 Contract Year.
 - 1. The following exceptions apply to Section A above.
 - a. For employees hired effective July 1, 2007 or after, the Board shall pay 100% of the cost on the POS plan for the first three (3) years of employment. During this period, if the employee selects a plan other than the POS plan, he/she shall pay through payroll deductions any difference in cost between that plan and the POS plan. The Board shall establish a Section 125 plan and bear the cost of the administration of the plan for this choice. At the completion of three years of employment, the Board shall pay 100% of the cost of any plan selected by the employee as identified in Section A above. Employees hired between July December 31 shall be credited with a full year of employment. Employees hired between January 1 June 30 shall be credited with a half year of employment so that open enrollment restrictions do not force the employee into to a period longer than the intended three (3) years of employment above, Section A-1b.
 - b. Effective July 1, 2011, the deductibles for Traditional and Out-Of-Network POS and PPO plans will increase from \$100 to \$200 for individual and \$200 to \$400 for Family.
 - c. Effective July 1, 2011 the office visit co-pay will increase to \$15.

2. Dual Health Coverage:

Employees, who have health insurance coverage elsewhere, or in district through a spouse, may voluntarily choose to waive the Board-paid health insurance for the cash payments listed in the chart below. Wavier of health insurance will be for a calendar year (July 1- June 30). All applications for this waiver must be submitted with proof of alternate coverage for the employee and his/her eligible dependents. The Board shall provide the employee written notification and appropriate application forms annually at least 30 days prior to the application deadline.

Notification of the insurance waiver by the employee to the school Business Administrator must be made no less than 30 days prior to the waiver period, and must be restated in writing by the employee each year. This notification requirement shall begin July 1, 2007.

Payments shall be paid in two equal installments (December/June) in each school year in which coverage is waived. For 12-month employees hired after July 1 and for 10-month employees hired after September 1, waivers will be pro-rated in the first year of employment. The Board shall establish a Section 125 plan and bear the cost of the administration of the plan for these payments.

Single: \$1500 Husband/Wife: \$3000 Parent/Child: \$3000 Family: \$3500

Employee re-enrollment into any of the health plans may occur during the open enrollment period(s). An employee shall be entitled to reenroll in any health plan immediately if he/she submits proof of a life status change (e.g., loss of alternate coverage, unemployment, death or disability of a spouse; divorce or legal separation; activation to full-time military status; or a material change in the status of the spouse's insurance coverage. etc.)

- B. The Board shall provide family dental coverage.
- C. The Board shall pay \$95.00 per year toward the contributory portion of the employee's life insurance coverage.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be printed at the joint expense of the Board and the JTAEA within thirty (30) days after the Agreement is signed and presented to each employee now employed, hereafter employed, or considered for employment by the Board.
- B. Whenever any notice is required to be given by either of the parties to this Agreement, to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter at the following addresses:
 - 1. If the Association, to the Board at 28 Bowling Green Parkway, Lake Hopatcong, New Jersey 07849; or
 - 2. If the Board, to JTAEA at the home of the president of the JTAEA.
- C. Any provision of the JTAEA Agreement or any application of this Agreement 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.
- D. Any individual contract between the Board and an individual member of JTAEA, heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

- E. The Board will pay the county, state and national dues of members of the JTAEA.
- F. Administrators, at their request will receive one physical examination per year.
- G. As professionals, administrators are expected to devote to their assignments the time necessary to meet their responsibilities. Administrators will be granted 25 days vacation with pay. The dates of such vacation periods, not necessarily in consecutive order, will be scheduled by the Superintendent prior to May 1st of the current school year. Once scheduled the vacation period shall not be interrupted or rescheduled except by mutual consent of the administrator involved and the Superintendent
- H. The building Principal will be involved in all decisions affecting his/her school(s) except in emergency situations. It is understood that all final decisions will be made by the Superintendent, the "Board" or their delegated representatives.
- I. <u>Snow Days:</u> Administrators do not report to work when schools are closed due to inclement weather.
- J. Whenever any representative of the JTAEA is required by the Superintendent to attend an overnight school function he/she will receive a stipend in the amount of \$350.00 per day in addition to their regular pay. In addition, said administrator will have a half work day on the day immediately following his/her returns from the overnight function as approved by the immediate supervisor.
- K. The Board will make a one-time contribution of \$1,750 to each member's 403b account upon ratification for the 2010-11 school year.

ARTICLE XVII - DURATION

Except as designated by specific datelines within this Agreement, this instrument shall be effective July 1, 2010, except as otherwise provided, and shall continue and remain in full force and effect to and including June 30, 2013, when it shall expire. The economic provisions of the Agreement shall be effective as of July 1, 2010.

| | | Jefferson Township Administrators' Education Association | | | | |
|---------|---------------------------|--|--|--|--|--|
| Attest: | | By: | | | | |
| | Board Secretary | President | | | | |
| | | | | | | |
| | | Jefferson Township Board of Education | | | | |
| Attest: | | By: | | | | |
| | Superintendent of Schools | President | | | | |

APPENDIX A – JEFFERSON TOWNSHIP ADMINISTRATOR SALARY RANGES

Minimum and maximum base salary rates shall be as follows:

| | Asst Prin. MS | Asst Prin. HS | Directors | Principal Elem | Principal MS | Principal HS |
|----------------|------------------|------------------|-----------|-------------------|-----------------|-----------------|
| 2010-11 (2.0%) | | | | | | |
| Minimum: | 103,557 | 106,084 | 113,661 | 111,135 | 119,974 | 126,290 |
| Maximum: | 126,156 | 129,232 | 138,463 | 135,386 | 146,155 | 153,848 |
| 2011-12 (2.0%) | | | | | | |
| Minimum: | 105,628 | 108,206 | 115,934 | 113,358 | 122,374 | 128,816 |
| Maximum: | 128,679 | 131,817 | 141,232 | 138,093 | 149,078 | 156,925 |
| 2012-13 (2.0%) | | | | | | |
| Minimum: | 107,774 | 110,370 | 118,253 | 115,625 | 124,821 | 131,392 |
| Maximum: | 131,252 | 134,453 | 144,057 | 140,855 | 152,059 | 160,063 |

- 1. No employee shall be paid at a base salary rate that is below the minimum rate or above the maximum rate for his/her position. The Board continues to retain the right to determine the initial salary of new hires within these ranges.
- 2. A new employee who begins work after February 1 shall not receive a salary rate increase for the following year, except as may be required to increase his/her salary rate to the new minimum for his/her position.

APPENDIX B – JEFFERSON TOWNSHIP ADMINISTRATOR BASE SALARIES

| | | 2010-11 | 2011-12 | 2012-13 |
|---|---|---------|---------|---------|
| Administrative Position | | Salary | Salary | Salary |
| High School Principal (Mundi) | | 150,175 | 150,175 | 153,779 |
| Middle School Principal (Howe) | | 130,122 | 130,122 | 133,245 |
| Elementary Principal (Plotts) | | 122,103 | 122,103 | 125,033 |
| Elementary Principal (DeBrito) | | 122,103 | 122,103 | 125,033 |
| Elementary Principal (Valenti) | * | 125,623 | 125,623 | 128,638 |
| Elementary Principal (Cooke) | * | 128,373 | 128,373 | 131,454 |
| High School Assistant Principal (Cinotti) | | 124,664 | 124,664 | 127,656 |
| High School Assistant Principal (Currie) | | 118,114 | 118,114 | 120,949 |
| Middle School Assistant Principal (Widgren) | | 107,330 | 107,330 | 109,905 |
| Director of Athletics (DiColo) | | 137,031 | 137,031 | 140,319 |
| Director of Curriculum & Instruction (Thornton) | * | 137,031 | 137,031 | 140,319 |
| Director of Student Personnel Services (Meehan) | | 118,000 | 118,000 | 120,832 |
| Director of Special Services (Ferraro) | * | 115,000 | 115,000 | 117,760 |

^{*} Holds Doctorate Degree: \$4,000 in addition to base salary listed