AGREEMENT BETWEEN

THE PITTSGROVE ADMINISTRATORS AND SUPERVISORS ASSOCIATION

AND

THE PITTSGROVE TOWNSHIP BOARD OF EDUCATION

PITTSGROVE ADMINISTRATORS & SUPERVISORS ASSOCIATION

ARTICLE I MEMBERSHIP

- 1. In accordance with N.J.S.A. 34:13A-1.1 et.seq., the Board recognizes the Pittsgrove Administrators and Supervisors Association, herein known as the "Association", as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all Principals, Assistant Principals, Directors, and Supervisors employed by the Pittsgrove Township Board of Education, hereinafter known as "the Board." Based on the nature of the job responsibilities of the Chief Academic Office, that position is excluded from this group. All other Board employees are excluded.
- 2. For purposes of clarity, the term "Administrator", when used in this contract shall refer to all Principals, Assistant Principals, and Directors defined in Paragraph 1 of this Article and the term "Supervisor" when used in this contract shall refer to all Supervisors defined in Paragraph 1 of this Article. Reference to one gender shall include the other gender unless expressly stated.

ARTICLE II NEGOTIATIONS PROCEDURES

- The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34: 13A-1.1 et. seq., in a good faith effort to reach agreement in all mandatory matters concerning the terms and conditions of employment for the Administrative and Supervisory personnel. Negotiations shall begin in a timely fashion in order to reach agreement prior to the expiration of this Agreement.
- 2. Modification-Understanding of Parties
 - a. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of collective negotiations regarding terms and conditions of employment between the Board and the Administrators/Supervisors. During the terms and conditions of employment of the Administrative/Supervisory personnel. Negotiations shall begin in a timely fashion in order to reach agreement prior to the expiration of this Agreement.
 - b. The Agreement shall not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties.
- 3. This Agreement shall be effective as of *July 1, 2018*, and shall continue in effect until *June 30, 2021*, subject to the Association's right to negotiate over a successor agreement, as provided herein.

ARTICLE III ADMINISTRATORS' AND SUPERVISORS' RIGHTS

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

ARTICLE IV ASSOCIATION RIGHTS

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

ARTICLE V GRIEVANCE PROCEDURES

1. Definition

- a. A grievance shall mean a complaint by a member of the Association that there has been a personal loss, injury, or inconvenience resulting from a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, Board policies, or administrative decisions affecting the member.
- b. A grievance must be initiated in writing within fifteen (15) calendar days from the date when the grievant knew or should have known of its occurrence.
- 2. Any Administrator/Supervisor may be represented at all stages of the grievance procedure either by the employee himself/herself, or, at the employee's option, by a representative chosen by the Association.

3. Procedure

a. Conditions

- (1) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee grievant to proceed to the next step. Failure to advance a grievance within the specified time shall terminate the grievance. In an emergency situation, such as illness, vacation, or death in the family, this time limit may be extended by mutual agreement between the parties involved.
- (2) It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
- (3) A grievance shall be initiated at the lowest level at which a decision can be made, except that no grievance may be initiated at a level higher than the Superintendent of Schools.
- b. (Level One) An employee who has a grievance shall discuss it first with the Superintendent of Schools in an attempt to resolve the matter informally. A decision will be given to the grievant within five (5) school days.
- c. (Level Two) The employee grievant, no later than five (5) school days after receipt of the informal decision of his principal or the Superintendent, may appeal the decision formally to the Superintendent. The appeal to the Superintendent must be made in writing specifying: (1) the nature of the grievance; (2) the nature and extent of the injury, loss, or inconvenience; (3) the results of previous informal discussions and; (4) the dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate a decision in writing to the employee grievant, within those ten (10) school days from receipt of the appeal.

d. (Level Three) If the grievance is not resolved to the grievant's satisfaction, the grievant no later than five (5) school days after receipt of the Superintendent's written decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or committee thereof, shall review the grievance and shall, at the option of the Board, or at the request of the employee grievant, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant within twenty (20) calendar days of the date of the hearing. The referred-to hearing shall be held within fifteen (15) school days after receipt of the appeal notice.

ARTICLE VI EVALUATIONS

- 1. Administrators/Supervisors shall be evaluated in accordance with TEACHNJ and the corresponding regulations under ACHIEVENJ.
- The Association, through its President, shall be consulted by the Board of Education or its agents in determining the evaluation instrument to be used. The final selection or determination of the instrument shall remain with the Board of Education.
- Copies of Reports: Each administrator/supervisor shall sign copies of each written evaluation attesting to the fact that the contents of the evaluations are known to him/her. Further, each administrator/supervisor shall receive a copy of each written evaluation.
- 4. If so desired, the administrator/supervisor shall arrange a conference with the Superintendent as soon as possible after the receipt of the written evaluation. At such time, and up to ten (10) school days from the date of the conference, the administrator/supervisor is entitled to respond to the evaluation in writing and the response will be appended to the evaluation report.
- 5. Tenured administrators/supervisors will be evaluated once per year. Non-tenured administrators/supervisors will be evaluated three times per year. All administrators/supervisors will receive an annual performance review.
- 6. Administrators/Supervisors may attach a written response to any of the evaluations.
- 7. Final written reports will be forwarded to the Superintendent by May 15th of each year.

ARTICLE VII PERSONNEL FILE PROCEDURE

- 1. Any derogative and evaluative material placed in the employee's personnel file must bear the signature of the individual employee.
- 2. The employee shall have the right to respond to all documentation placed into the personnel file and shall receive a copy of same.
- 3. The employee's signature shall be evidence only that the document(s) were reviewed, not that the employee agrees with the document(s) contents.
- 4. Refusal to affix a signature to any document(s) shall not prevent placement of any document(s) into an employee's personnel file.

ARTICLE VIII LEAVES OF ABSENCE

1. SICK LEAVE

- a. All members of the Association shall be allowed twelve (12) sick days per annual contract year for 12-month employees; ten (10) sick days per annual contract year for 10-month employees. All sick days shall be available at the start of the contract year. Sick days shall be prorated for 12-month employees who commence employment after July 1 and for 10-month employees who commence employment after September 1 in any given year.
- b. All members of the Association who are 12-month employees may accumulate up to twelve (12) days of unused sick leave each year. All members of the Association who are 10-month employees may accumulate up to ten (10) days of unused sick leave each year.

2. BEREAVEMENT LEAVE

- a. Death in the immediate family entitles an administrator/supervisor up to a maximum of five (5) school days leave of absence per death without loss of pay. "Immediate family" shall mean administrator/supervisor's spouse, child, brother, sister, parent or surrogate parent, parent-in-law, former legal guardian, grandchild, domestic partner, and member of the administrator/supervisor's immediate household.
- b. Up to two (2) days of paid leave shall be available for the death of an administrator/supervisor's grandparent.
- c. One (1) day of paid leave shall be available for the death of aunts, uncles, brothers-in-law, and sisters-in-law.

3. PERSONAL BUSINESS

- a. Upon request to the Superintendent of Schools, and with approval, Administrators will be granted time off for personal business. 12 month administrators shall receive four (4) personal days each contract year. 10 month supervisors/administrators shall receive three (3) personal days each contract year. Administrators and supervisors shall be paid one hundred thirty five (\$135) dollars for each unused personal leave day. Payment will be made in July for unused personal leave days. Administrators and supervisors can elect to have unused personal days converted to accumulated sick leave. Personal leave days shall be prorated for 12-month employees who commence employment after July 1 and for 10-month employees who commence employment after September 1 in any given year.
- b. Administrators/Supervisors are allowed to take personal days as full days or half days. Any usage of half day shall be calculated as such and not as a full day.

4. RETIREMENT SICK DAY REIMBURSEMENT

Any administrator or supervisor who has been employed by the Pittsgrove Township Board of Education for ten (10) or more years shall be eligible to receive payment for unused, accumulated sick leave days at retirement.

- a. Notice of retirement, in writing, must be submitted to the Board of Education no later than six (6) months preceding the date that the administrator/supervisor intends to retire. Failure to notify the Board shall be deemed a waiver of the ability of the employee to receive payment for unused, accumulated sick leave days at retirement, except in cases of emergency, which the Board shall consider on an individual basis. The Administrator/Supervisor shall select a plan for payment for unused, accumulated sick leave at retirement in accordance with the provisions of paragraph (4) and (5) of this section. The Administrator/Supervisor must have had his/her retirement application approved by his/her retirement system.
- b. The administrator/supervisor shall receive two (2) days salary for each five (5) days, of accumulated, unused sick leave existing on the final day of employment by the Pittsgrove Township Board of Education.
- c. The daily salary for twelve-month administrators shall be computed as one/two-hundred fortieth (1/240) and for ten-month administrators/supervisors as one/two hundredth (1/200) of the highest salary earned by the administrator during employment by the Pittsgrove Township Board of Education.
- d. The payment of unused, accumulated sick leave at retirement shall be paid in one (1) of the following plans, provided that the administrator/supervisor has selected such plan and provided further that the administrator/supervisor notifies in writing of his/her choice at least six (6) months prior to the anticipated retirement date.
 - (1) Plan One- Lump sum on July 15th of the next budget year following retirement.

- (2) Plan Two- One half (1/2) of the retirement allowance as in Plan One and one half (1/2) on January 15th of the next calendar year following retirement.
- (3) Plan Three-One third (1/3) on July 15th of the next budget year following retirement, one third (1/3) on January 15th of the next calendar year after retirement, and one third (1/3) of the retirement allowance on January 15th of the second calendar year following retirement.
- e. This benefit cannot exceed the statutory cap of \$15,000 established by New Jersey Regulations.
- f. The retirement allowance shall not be considered part of the administrator's or supervisors' regular salary for pension computation purposes.

In the event an Administrator/Supervisor chooses to retire as an employee of the district, the vacation days will be prorated as of June 30th on the year of retirement unless he/she has completed 15 years of service within the district.

ARTICLE IX SICK LEAVE BANK

In accordance with N.J.S.A. 18A:30-10, The Pittsgrove Township Board of Education ("Board") and the Pittsgrove Administrators and Supervisors Association ("Association") have agreed to the establishment of a Sick Leave Bank ("SLB"). Sick leave drawn from the SLB shall be treated for all purposes as it were accrued sick leave time of the employee who receives it. No employee shall be required to participate in the SLB. The SLB shall operate under the following provisions as mutually agreed upon by the Board and the Association:

- A. <u>Donors to the SLB</u>: In order to be eligible to donate to the SLB, a Donor must retain a minimum of twenty-five (25) sick leave days after donating to the SLB.
- B. <u>Maximum Yearly Donation</u>: A donor may donate a maximum of ten (10) sick days per school year to the SLB. The SLB shall never exceed 500 donated days throughout the life of the successor collective bargaining agreement (July 1, 2018 to June 30, 2021).
- C. <u>Loss of Donated Days</u>: Donors have been advised, understand, and agree that when sick leave day(s) is/are donated to the SLB, the sick leave day(s) will be lost for use by the Donor in any subsequent years.
- D. <u>Additional Donations</u>: In the event the number of sick leave days available in the SLB is below thirty (30) days, individual eligible Donors will be requested, but not required, to make additional donations to the SLB.
- E. <u>Use of the SLB</u>: An individual employee in the Association may apply for usage and receive donated days from the SLB. However, in order to apply for usage and receive donated days from SLB, an individual employee must have exhausted all of his/her available and/or accumulated sick leave. An individual employee is not required to donate to the SLB in order to receive/use donated days from the SLB.
- F. Review Committee: A Review Committee shall be established by the Board and the Association. The Review Committee is comprised of six (6) members. The following members

comprise the Review Committee: (1) Board of Education member; (2) Superintendent of Schools; (3) School Business Administrator; (4) Association President; (5) and (6) Association member designated by the Association President. The Review Committee is responsible to review and approve/deny all SLB requests. Note: If the Association President or a designated member applies for usage of the SLB, then, whichever member applies for usage of the SLB shall be prohibited from any discussions regarding approval/disapproval of the same application for usage. Rather, a substitute shall be provided for that individual. The substitute shall be a member of the Association Executive Board. In order to be eligible as a substitute, that member of the Association Executive Board shall be chosen by a majority of the Association Executive Board. A substitute is allowed to review and approve/disapprove any applications for usage of the SLB. Should there be a tie amongst the Review Committee, the Superintendent's vote shall prevail.

- G. The decisions of the Review Committee are not subject to the grievance/arbitration process.
- H. Re-Application for Use of the SLB: Individual employees who have applied for and been approved for use of the SLB by the Review Committee, may re-apply for utilization of the SLB in the same school year.
- I. SLB Use Requests: An individual employee shall provide a written request for participation in the SLB. Such written request shall be on a form provided by the Superintendent's office. All written requests shall be simultaneously provided to both the Superintendent of Schools and the School Business Administrator. The form requires the individual employee's signature attesting to the application for usage of the SLB. The individual employee is required to write the date on the form of the application for usage of the SLB. Any individual employee who completes the form and applies for usage of the SLB automatically and irrevocably agrees that any and all decisions by the Review Committee are final and binding. If an individual employee's request for usage for the SLB is denied, that individual employee retains no rights whatsoever to appeal such decision. As such, legal action of any kind (including, but not limited to filing of grievances or any other form of litigation) against the Board of Education (or any of its members individually), the Administration, or Review Committee members is strictly prohibited.

All individual employee's requests for usage of the SLB shall include medical verification from a physician regarding the nature and anticipated duration of the personal disability due to illness or injury. If an individual employee is incapable of making/and or completing the written request for participation in the SLB, a family member or other responsible adult is allowed to make the request on the individual employee's behalf. The name of that family member or other responsible adults, and all necessary contact information, shall be provided on the written request form submitted to the Superintendent and the Business Administrator.

A check-list shall be developed by the Review Committee to determine individual employee eligibility for usage of the SLB. The check list shall be utilized for all requests made to the Review Committee regarding individual employee eligibility for usage of the SLB.

All documentation submitted by the individual employee shall become part of the individual employee's permanent, confidential, medical file. Such documentation shall only be viewable by the members of the Review Committee, and, if necessary, the school physician. Verification of continued personal disability due to illness or injury may be required at reasonable intervals by either or both the Board of Education and/or the Review Committee.

The Review Committee shall render all decisions within thirty (30) calendar days from the day of a completed written request. A completed written request shall contain all components necessary for the Review Committee to render its decision. If one (1) or more components of a completed written request is/are missing or incomplete, then the Review Committee shall render its decision within thirty (30) calendar days of the date of the completed written request.

- All decisions regarding a completed written request are strictly within the authority and discretion of the Review Committee.
- J. <u>Applicability with Other Forms of Leave</u>: The SLB's usage is strictly for personal disability due to illness or injury. The SLB shall not be utilized for, or in lieu of, leave entitlements under the New Jersey Family Leave Act or the Federal Family and Medical Leave Act.
- K. <u>Applicable Law</u>: The provisions of N.J.S.A. 18A:30-6 are applicable to an individual's usage of SLB days.

ARTICLE X VACATIONS

- Annual vacations for Administrators/Supervisors, based on length of service as an administrator in the Pittsgrove Township School District shall be taken at the discretion of the Superintendent of Schools.
- 2. The vacation schedule for all twelve (12) month District Administrators/Supervisors is as follows:
 - Six (6) months to completion of five (5) years of services fifteen (15) days
 - Effective July 1, 2019, all newly hired twelve (12) month Administrative/Supervisors may utilize five (5) days of their allowable allotment of fifteen (15) vacation days upon the commencement of employment. Those newly hired twelve (12) month Administrators/Supervisors may utilize five (5) days of their allowable allotment of fifteen (15) vacation days within their first (1st) six (6) months of employment.
 - Beginning of the sixth (6th) year of service and all years following twenty (20) days.
- 3. After the initial six months of an administrator's/supervisor's employment, all vacations for that employee will be calculated as if the employment began as of July 1st of the school year in which he/she was initially employed.
- 4. a. An Association member in accordance with N.J.S.A. 18A:30-9.1, may bank a maximum of four (4) weeks (20 days) of accrued vacation time and may use it before and after regular vacation time, when mutually agreed upon between the Superintendent and the member.
 - b. The Pittsgrove Township Board of Education believes it is in the best interest of the employment to utilize vacation time as authorized. It also recognizes that at certain times this is not possible. In keeping with this philosophy, it shall be the policy of the Pittsgrove Township Board of Education that current employees who as of June 30, 2008 have thirty-five (35) days in reserve are grandfathered in and may continue to hold thirty-five (35) days. If at a future June 30th the number of days in reserve falls below thirty-five (35), the amount of days allowed in service will be reduced to that number of days which is greater than 20 but less than 35 until the number in reserve reaches 20. Current and future employees may hold in reserve no more than twenty (20) days. Time in excess may be converted to sick time to be used in the calculation for payment of unused, accumulated, sick leave benefits at retirement. Personnel may elect payment in lieu of vacation time reserved and current accrued upon termination of employment with Pittsgrove Township Schools. An employee may convert up to seven (7) days of unused vacation time at their per diem rate into a tax-sheltered

annuity or non-pensionable salary. The employee must notify the payroll department, in writing, by May 1st of their intent to have the days rolled into the annuity or they automatically convert to sick time if unused at June 30th. Effective January 1, 2019, any newly hired Administrator and/or Supervisor shall not be allowed to convert up to seven (7) days of unused vacation time at their per diem rate into a tax-sheltered annuity or non-pensionable salary.

5. Separation from Service

- An Association member who dies before his/her contract period is completed shall receive full recognition of his/her vacation rights in the form of a vacation allowance to be given as a cash payment to his/her estate.
- An Association member who resigns or retires during the contract year, the vacation days will be prorated as of June 30th of the year of separation unless he/she has completed 15 years of service within the district.

ARTICLE XI PROFESSIONAL DEVELOPMENT

- 1. The Board encourages the continuing professional growth of Administrators/Supervisors through their participation in the following:
 - a. The operations, programs and other activities conducted or sponsored by local, state, and national school associations;
 - b. Annual Conferences;
 - c. Seminars and courses offered by public or private educational institutions;
 - d. Informational meetings with other persons whose particular skills and backgrounds would serve to improve the capacity of the Administrator/Supervisor to perform his/her professional responsibilities;
 - e. Other appropriate courses for professional development recommended by the Board.
 - f. The Board shall permit a reasonable amount of release time and reimbursement for professional growth activities so long as the Administrator/Supervisor requests same in advance and it is approved by the Board prior to the commencement of the professional growth activity. Reimbursement for professional growth activities must be in compliance with the provisions of Board Policy, N.J.A.C. 6A:23 A-23A-3. I (e)(2) and 08-19 0MB Circular.
- 2. Administrators'/Supervisors' 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.

- Each employee shall be allowed to attend at least one National or State conference and/or meetings every two years. Such requests shall be made in writing through the immediate supervisor to the Superintendent of Schools and must be related to the individual's assignment within the Pittsgrove Township School District. The Board shall retain total discretion in reviewing such requests and in approving or disapproving such requests, in accordance with the Accountability Regulations and Board Travel Reimbursement Policy. Included in the Board's payment will be housing, transportation, food, and registration fee. All expenses submitted must be accompanied by receipts.
- 4. Full tuition cost at the rate charged at the college attended shall be paid for all graduate level courses approved in advance by the Superintendent with a grade of "B" or better, in the administrator/supervisors area. Administrators/Supervisors who have completed their certification requirements may receive tuition reimbursement for undergraduate level courses provided the course has been approved in advance by the Superintendent for reimbursement. Administrators/Supervisors will be allowed two (2) "B's" if matriculated for an advanced degree and one (1) "B" if in a certification program. Denial of tuition reimbursement for undergraduate level courses shall be appealable to the Board level only. To be eligible for tuition reimbursement, a request must be consistent with the requirements set forth in N.J.S.A.18A:6-8.5.

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 credit must be of benefit to the School District and directly related to his/her job assignment.

As a condition of tuition reimbursement, in each year set forth above, there shall be a maximum payout per individual administrator/supervisor of \$3,800.00.

- 5. Payback will be required only if the employee voluntarily separates service from the District. Payback will be required at the following rate: 100%, if leaving within twelve (12) months after the course is completed; 50%, if leaving twelve to twenty- four (12-24) months after the course is completed; and no reimbursement if leaving two (2) or more years after completion of the course.
- 6. Tuition reimbursement will be made during the months of October, February, and July provided full verification of course completion is received prior to the first of the month. Requests for tuition reimbursement must be submitted within three (3) months of receipt of grade or transcripts or reimbursement will be forfeited.
- 7. Reimbursement for credits must be approved, in advance, by the Superintendent of Schools.
- 8. Administrators and supervisors will receive membership in one State and one National professional Organization(s) of their choice (such as NJPSA, NAESP, NASSP, ASA, ASCD) with fees paid by the Board of Education. Additional membership in other organizations may be permitted, if in the best interest of the district and approved by the Superintendent.

ARTICLE XII WORK YEAR AND SCHOOL CALENDAR

1. For the purposes of determining per diem rate, Administrators/Supervisors employed as 12-months under this agreement shall have a work year of two hundred forty (240) days per year and any person employed as a ten (10) month Administrator/Supervisor shall have a work year of two hundred (200) days per year. The work year for I0-month Administrators/Supervisors will be from September 1to June 30.

In addition, I0-month Supervisors/Administrators, shall work a minimum of five (5) days beyond the regular work year during the summer months and will be compensated at the Supervisor/Administrator's per diem rate for these work days. These additional five (5) days are not factored into the Supervisor/Administrator's base salary. It will be paid out as extra pay via signed voucher. Additional days may be needed at the discretion of the Superintendent and shall be mutually agreed upon by the Supervisor/Administrator, Superintendent and/or his/her designee. The dates will be determined by the Superintendent or designee in consultation with the Administrator/Supervisor by June 1st of each schoolyear.

2. Twelve-month employees will have the following paid holidays:

Independence Day
Labor Day
Columbus Day
NJEA (2 days)
Veterans Day
Thanksgiving and the Friday after
Winter Recess
Martin Luther King
President's Days (2 days)
Spring Break
Memorial Day

Holidays on Saturday/Sunday will be scheduled on a weekday. The remaining holidays will be scheduled by the Board at the time the calendar is adopted.

Ten (10) month employees will have the holidays received by 12-month administrators that fall within their work year and shall not be required to work over winter recess.

- 3. Whenever an administrator/supervisor is required to work on a Federal holiday that falls within the work year (September 1 to June 30), that administrator/supervisor shall receive a compensatory day off. Such compensatory day off must be used before July 1. The administrator/supervisor is required to provide written notice of the use of the compensatory day at least five (5) school days in advance of the actual usage of the compensatory day. Prior approval by the assistant superintendent and/or superintendent for such cases will be necessary.
- 4. The Superintendent shall develop a school calendar and work schedule for recommendation to the Board of Education. In the development of the school calendar and work schedule, the Superintendent shall consult with the Association.

- 5. Ten-Month Administrators/Supervisors will be available for a maximum of fifteen (15) evening administrative assignments during the school year for the benefit of the students, parents and community. Excluded from the definition of evening assignments are Board of Education Meetings and staff meetings.
- 6. If schools are closed due to inclement weather, the administrators and supervisors will not be required to make up any time, nor will the administrators and supervisors be charged personal, vacation, or sick time for not reporting to work during such school closures.

ARTICLE XIII INSURANCE BENEFITS

During the term of this contract, the Board shall provide, as part of the Administrators/ Supervisors compensation, the following medical insurance:

- 1. The Board will provide a dental insurance program including full-family coverage where appropriate. The dental insurance or its equivalent shall be the plan in effect during the 2003-2004 schoolyear.
- 2. Effective July 1, 2008, the Board shall provide the Administrator/Supervisor with insurance including a separate prescription coverage, through the N.J. State Health Benefits Program. The Administrator/Supervisor shall receive insurance benefits through NJ Direct 10 Plan and the Administrator/Supervisor shall be afforded all of the benefits also available under the SEHBP.

Effective July 1, 2021, the new reimbursement rate for out-of-network expenses for the base medical plan will change from 90% of fair market to a minimum of 180% of Medicare (CMS) rates.

3. Effective July 1, 2019, all employees hired after July 1, 2019, Horizon Omnia, or substantially equivalent, will become the new base plan. For employees eligible for benefits prior to July 1, 2019 and who elect Horizon Omnia, or substantially equivalent, the Board will make an annual stipend payment to be paid in two (2) installments during the schooling year in which such coverage is elected. The annual stipend payments will be paid 50% on or before December 15 and 50% on or before June 15.

The following annual stipend payments will be made for the following classifications of coverage:

Single: \$1,000.00 Adult or P/C: \$1,500.00 Family: \$2,000.00

4. Twelve-month Administrators/Supervisors will have \$2,750 annually available for Disability Insurance, Catastrophic Illness, Prescription Plan, Dental or which he/she can convert into non-pensionable salary or have placed in an existing annuity. If the Administrator chooses to receive a separate non-pensionable check, he/she must exercise this option by May 1 of the preceding contract year. This check will be payable on July 15th of the next contract year. If the employee shall, for any reason whatsoever, discontinue employment with the Board prior to June 30th of the school year in which the \$2,750.00 payment was made, that employee is required to reimburse the Board on a pro-rata

basis for all time the employee is not employed up to and including June 30th (i.e., if an employee discontinues employment on April 1 of the school year in which the \$2,750.00 payment was made, that employee is required to reimburse the District for three (3) months' worth of the \$2,750.00 payment).

5. Ten-Month Administrators/Supervisors will have 80% (\$2,250) of the amount allocated for administrators. The Administrator/Supervisor could receive a separate check payable on July 15th that will not be pensionable. The Administrator/Supervisor will be responsible for notifying the Business Office by May 1 of the year prior if the unused monies are to be applied to any of these plans. If the employee shall, for any reason whatsoever, discontinue employment with the Board prior to June 30th of the school year in which the \$2,250.00 payment was made, that employee is required to reimburse the board on a prorata basis for all time the employee is not employed up to and including June 30th. (i.e., if an employee discontinues employment on April 1 of the school year in which the \$2,250.00 payment was made, that employee is required to reimburse the District for three (3) months' worth of the \$2,250.00 payment).

ARTICLE XIV CONTINUING BENEFITS

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

ARTICLE XV DEDUCTIONS FROM SALARY

- The Board agrees to deduct from Administrators/Supervisors salaries money for various Income Protection Insurance (disability insurance) as said Administrators/Supervisors individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such insurance company. Discontinuance of such deduction shall be as provided by law.
- 2. Administrators/Supervisors will be permitted to authorize payroll deductions for contributions to a tax sheltered annuity plan(s) and the credit union. The tax sheltered annuity plan(s) must be approved by the Board.

ARTICLE XVI MISCELLANEOUS PROVISIONS

- Sufficient copies of this Agreement shall be provided as soon as practical after the Agreement has been signed. The cost of printing in the least expensive manner possible shall be shared equally by the Board and the Association.
- 2. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such

provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- 3. All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the current reimbursement rate, as provided by the State regulations and 0MB circular.
- 4. In the event that an Administrator/Supervisor must work in the evening in performance of his/her duties, he/she will be reimbursed the amount of the meal consistent with Board policy.
- 5. Any individual contract between the Board and an individual administrator/supervisor hereinafter or hereafter executed shall be subject to and consistent with this Agreement.
- 6. Effective July 1, 2019, no employee who is dependent on the health benefits plan of another Pittsgrove Board of Education employee shall not be eligible for a health insurance waiver payment. This waiver will be paid for the 2018-2019 school year only.

ARTICLE XVII SALARIES

- 1. Administrators/Supervisors moving from 10 month to 12 month employment contracts will get a total annual increase of 20% inclusive of that year's raise (prorated for mid-year changes).
- 2. Administrators/Supervisors being reduced from a 12 month to a 10 month employment contract will receive the negotiated salary increase for the next year, and then have the negotiated salary calculated at 83.3% for the 10 month contract. Vacation entitlements affected by the adjustment will be at the per diem rate.
- 3. Any new employee hired after July 1, 2009, will be placed on the guide, at the discretion of the Superintendent.
- 4. Payroll will be direct deposit.
- 5. For those employees with less than twenty (20) years of service, a longevity payment of \$1,000.00 will be given to those employees the year after reaching the top of the guide (Step 16). For those employees with at least twenty (20) years of service, a longevity payment of \$1,500 will be made. For those employees with at least twenty-five (25) years of service, a longevity payment of \$2,000.00 will be made.
- 6. Degree Credit Monies If an Association member earns a doctorate degree, he/she would be entitled to a one-time base salary adjustment of \$2,000.
- 7. Salaries will increase by the following amounts:

	2021-22	2022-23	2023-24
12 month employees	\$3,313	\$3,312	\$3,304
10 month employees	\$2,795	\$2,776	\$2,728

8. The minimum and maximum base salaries of all administrators shall be as follows:

	Salary Min		Salary Max
High School Principal:	\$105,000	_	\$140,000
Middle School Principal:	\$95,000	-	\$130,000
Elementary School Principal:	\$90,000	-	\$125,000
High School Assistant Principal:	\$85,000	-	\$115,000
Middle School Assistant Principal:	\$85,000	_	\$115,000
Middle School Assistant Principal (10 mo.):	\$70,000	-	\$100,000
Elementary Assistant Principal:	\$80,000	-	\$110,000
Supervisor:	\$85,000	-	\$115,000
Director:	\$95,000	-	\$125,000
Supervisor (10 mo.):	\$70,000	-	\$100,000

- 9. Any administrator who is at the top of the range the prior year of employment shall receive, as longevity, payment of \$1,000 added to his/her negotiated salary. This additional payment shall be considered as part of the salary range in future negotiations.
- 10. In the event a tenured unit member is involuntarily transferred to one or more lower salary categories, the member will be grandfathered for the duration of his/her employment at the maximum salary cap for the highest category from which any involuntary transfer occurred.

ARTICLE XVIII DURATION OF AGREEMENT

A. The parties agreed to a three (3) year agreement which shall be in effect from July 1, 2021 through June 30, 2024.

IN WITNESS WHEREOF the Association has caused this Agreement to be signed by its President and Vice President, and the Board has caused this Agreement to be signed by its President attested by its Secretary and its corporate seal to be placed hereon, all of this 21st day of October, 2021.

PITTSGROVE TOWNSHIP BOARD OF EDUCATION

Emily Cannon

President

Darren Harris

Business Administrator/

Board Secretary

PITTSGROVE ADMINISTRATORS
AND SUPERVISORS ASSOCIATION

President

Vice President