

Pemberton Township School District

**Pemberton Township
Professional Administrators Association**

And

**Pemberton Township
Board of Education**

Agreement

2005-2006

2006-2007

2007-2008

**Mark Cowell
Superintendent of Schools**

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MEMORANDUM OF AGREEMENT

The Negotiating Teams from the Pemberton Township Board of Education (“Board”) and the Pemberton Township Professional Administrator’s Association (“PTPAA”), having met and duly negotiated in good faith, have reached tentative agreement on the items outlined in this Memorandum of Agreement for inclusion in successor agreements to the collective bargaining agreement that expires on **June 30, 2008**.

ARTICLE I RECOGNITION

Pursuant to the provisions of Chapter 303, P.L. 1968, the Board hereby recognizes the Association as the exclusive and sole bargaining representative for negotiations concerning the terms and conditions of employment for all High School Principals, Middle School Principals, Elementary School Principals, Assistant Principals, Curriculum Supervisors, and Special Education Supervisors (excluding all Central Office Personnel) in the employ of the Board.

ARTICLE II RIGHTS AND OBLIGATIONS

The Board of Education, the Pemberton Township Professional Administrators’ Association and the employees for whom it is the sole collective bargaining representative each agree to observe and abide by the provisions of Chapter 303, Public Law 1968 as amended by Chapter 123, Public Law 1974 and all other applicable statutes relating to their employment and professional rights, duties and obligations.

ARTICLE III CONTRACT COVERAGE

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.

**ARTICLE IV
BOARD'S FUNCTION**

Each employee covered by this agreement is a supervisory employee who has been assigned by the Board to supervise a school or area within the parameters of the Certifications such employee has secured from the State of New Jersey where such employee's service can be utilized most efficiently in the educational system. The Board of Education reserves all the usual and customary functions of management with respect to all employees covered here under, except as same shall have been modified by the specific terms and provisions of this agreement.

**ARTICLE V
VACANCIES (New Article)**

- A. A notice of vacancy for positions within the bargaining unit will be posted for a minimum of ten (10) business days so that administrators who desire to apply may submit a letter of interest and application.

- B. Administrative time and/or hourly positions for programs such as SACC, WACC, and Night School will be posted and offered first to members of the bargaining unit, if qualified. Reimbursement for these positions, unless otherwise stipulated by a governing grant, shall be per the negotiated agreement. The Board of Education has the right to contract out these positions to a private provider.

**ARTICLE VI
LIAISON COMMITTEE (New Article)**

A Liaison Committee shall be established to provide a forum for effective and continuing communication on subjects related to current district practices and membership concerns. Membership shall consist of three members (3) of the Associations and the Superintendent/Assistant Superintendent. The committee will establish meeting dates at their first meeting in September at mutually agreed upon dates and times. A tentative agenda shall be provided to the Superintendent at least three (3) days prior to the scheduled meeting.

**ARTICLE VII
SUPERVISORY RESPONSIBILITY**

The employees covered by this agreement are supervisory employees who have the responsibility for the direction and control of the educational system within the areas delegated to them by the Superintendent of Schools within the guidelines established by the Superintendent and the policies laid down by the Board of Education. As a supervisor each such employee is expected and required to devote whatever time and effort may be necessary, to provide the opportunity for the students within his/her jurisdiction to obtain a good quality education.

**ARTICLE VIII
MAINTENANCE OF BENEFITS**

All terms and conditions of employment herein enumerated shall continue in effect during the term of this agreement.

**ARTICLE IX
GRIEVANCE AND ARBITRATIONS**

A. Procedure

The direction and control of the employees in the course of their employment is a function of the Superintendent. Any action of the Superintendent in the exercise of this function which an employee considers to adversely affect the terms and conditions of his employment shall be promptly brought to the attention of the Superintendent for discussion, with appeal to the Board at its next regular meeting if not resolved at the Superintendent's level.

If the employee is dissatisfied with the decision of the Board, he may request arbitration by presenting a demand in writing addressed to the President of the Board within ten (10) days after rendition of the Board's decision. The matter in dispute shall then be referred to the arbitrator selected by the parties from a panel submitted by the American Arbitration Association in accordance with its rules.

The arbitrator shall conduct a hearing at which both parties are given a full opportunity to present evidence, and to examine and cross-examine witnesses. The arbitrator shall render his decision in writing within thirty days after the conclusion of the hearing. The decision of the arbitrator shall be advisory. Fees and expenses of the arbitrator shall be borne equally by both parties.

Whenever a matter arises that involves more than one employee or pertains to the condition affecting the number of employees, such matter may be initiated in the first instance and processed by the Association.

Employees and the Association shall follow the procedure set forth herein with respect to any problem they may have and shall not follow any other course of action to resolve same.

The following matters shall not be arbitral:

1. The failure or refusal of the Board to renew the contract of a non-tenured administrator.
2. Matters where a method of review is prescribed by law or any rule, regulation of the State Commissioner of Education or the State Board of Education.
3. Matters where the Board is without authority to act.
4. Matters involving the statutory or discretionary powers of the Board.

B. Right to Representation

Rights of employees to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option by a representative of the Association and/or an attorney selected and approved by the grievant.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall be notified, at the time of submission of the grievance to the Superintendent, or at any later level, that the grievance is in process. The Association shall 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.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

C. Separate Grievance File

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 any of the participants.

D. Meetings and Hearings

No meeting or hearing conducted 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.

**ARTICLE X
LEAVES OF ABSENCE**

A. Sick Leave

Employees covered by this agreement shall be granted one (1) day of paid sick leave per month for each month of contracted service. Any unused sick leave shall be accumulative.

Upon retirement from the District as certified by the Division of Pension, the Board will pay the retiring administrator retirement pay calculated at the following rates:

05-06 - \$103, 06-07 - \$110, 07-08 - \$115, per day for all unused sick days accumulated in Pemberton Township under this Article.

ALL UNUSED SICK LEAVE benefits will be paid to the heirs or survivors of the employee if the employee dies prior to retirement. The employee must have served fifteen (15) years in the district to be eligible for this benefit.

B. DEATH IN FAMILY

In the event of a death in the immediate family, an allowance of up to five (5) days leave shall be granted. "Immediate family" shall be father, father-in-law, mother, mother-in-law, son-in-law, spouse, child, brother, sister, daughter-in-law, or any member of the immediate **household**.

C. ILLNESS IN FAMILY

In the event of serious illness in the immediate family, certified to by a duly licensed physician, an allowance up to four (4) days leave shall be granted in each school year.

D. PERSONAL LEAVE

Each employee shall be granted four (4) days personal leave with pay during each school year. This personal leave shall be non-cumulative. Personal leave is provided to enable the employee to take care of personal business, which cannot be accomplished outside of his/her workday. Personal leave is not to be used for purposes of pleasure, recreation, housework, resting, extended vacation, family birthdays, or the like. Each personal leave request must be made directly to the Superintendent two (2) days prior to the desired time off and is subject to the Superintendent's approval, which approval shall not be unreasonable withheld.

A maximum of three (3) personal days, which have not been taken during the school year, shall be added to the Administrator's accumulated sick leave in the following year.

**ARTICLE XI
VACATION**

All twelve (12) month employees covered by this agreement who have been continuously employed by the Board for a full year shall be entitled to twenty-two (22) vacation working days with pay.

Such vacation shall be taken between JULY 1 and AUGUST 15 of each year with the exception of five (5) vacation days, which may be used between OCTOBER 15TH and MAY 15TH with the Superintendent's approval. Vacation days cannot be used in conjunction with personal days or other school holidays.

The Board will make every effort to make paychecks available prior to the Vacation period.

Twelve month employees who have been employed for less than one full year shall be entitled to a prorated vacation calculated on the basis of the number of months prior to July 1.

**ARTICLE XII
HOLIDAYS**

The employees covered by this agreement shall be entitled to all legal holidays, including the Christmas and Easter holidays when the schools are closed. During any such holiday, the employees are responsible for their administrative area or building. While it is anticipated that they will not report for duty, their attendance at school may be required under unusual or emergent circumstances.

**ARTICLE XIII
COMPLAINT PROCEDURE**

Every complaint regarding an employee covered by this agreement shall be reduced to writing. One copy of such notice shall be promptly sent to the employee affected. Another copy shall be placed in the employee's personnel file. The employee affected shall have the right to rebut any such complaint by a written response which shall also be placed in said employee's personnel file. Should any such complaints result in a formal hearing, such employee shall have the right to be represented at such hearing by a representative of the Association as well as his/her personal attorney should he/she elect to employ one.

**ARTICLE XIV
REIMBURSEMENT**

The Board shall reimburse employees for damage to clothing or other personal property (not otherwise covered by insurance) in excess of \$25.00 based on depreciated value,

sustained by the employee as the result of an unprovoked assault while the employee is acting under the scope of his employment.

The agreement shall hereafter provide for a stipend of \$50.00 for members assigned to those school evening or weekend activities, which require student supervision and crowd control. When more than one administrator is required, the Superintendent of Schools must approve assignment of any additional administrators.

All members will receive a stipend of \$50.00 per event when an administrator is assigned to be present by the Superintendent, Assistant Superintendent, or a Director.

All members of the Association who are required to use their own automobile in the performance of their duties shall be reimbursed at the IRS rate per mile. This rate is to be adjusted January 1st of each school year.

ARTICLE XV PROFESSIONAL ASSOCIATIONS

During the term of this agreement the Board of Education will pay an employee's annual dues in one State of New Jersey professional association and also in one National Professional association upon written request of the employee to the Superintendent and with prior written request of the employee to the Superintendent.

Administrators in Elementary School will be permitted to select from among associations dealing with Elementary and Middle Schools. Administrators in the High School will be permitted to select from among associations dealing with Secondary Schools. The Board will not pay for any portion of membership in the New Jersey Association of School Administrators.

Administrators who do not elect to take a membership as listed will not receive any money in lieu of membership. The Board agrees to deduct from the salaries of the administrator's dues for any one or a combination of association as such employees individually and voluntarily authorized, in compliance with Chapter 233, P.L. 1969.

ARTICLE XVI ATTENDANCE AT PROFESSIONAL FUNCTIONS

The need is recognized for administrators to attend and participate in conferences of professional associations relating to subjects, which are relevant to their areas of responsibility. Request for leave to attend such conferences shall be submitted in writing to the Superintendent of Schools. He/she may, in the exercise of his/her discretion, grant leave to attend any such session. If leave is granted, it shall be without loss of pay. Each

school year, four (4) PTPAA members will be given the opportunity to attend a National Conference. The Board will reimburse the Administrators for conference fees, travel, room, and board. Costs will be limited to a maximum of \$1600 per conference. (The Administrators will be selected from a rotating list of members created jointly by the Association and the Board of Education.)

Those administrators who attend national conferences are required to give a report to their peers upon their return to the District.

Each administrator is to attend fifty (50%) of all action board meetings.

ARTICLE XVII SALARY

For the 2005-2008 Agreement, the salaries shall be paid in accordance with Schedule A attached.

- 2005-2006 3.5% Inclusive of increment; which includes the base salary. Longevity, stipends, and credits will not be part of the aggregate.
- 2006-2007 3.7% Inclusive of increment; which includes the base salary. Longevity, stipends, and credits will not be part of the aggregate.
- 2007-2008 3.7% Inclusive of increment; which includes the base salary. Longevity, stipends, and credits will not be part of the aggregate.

The above-reference percentage salary increases shall be applied to the agreed upon scatter grams for the 2005-2008 Agreement. Salary guides shall be mutually developed.

Any principal or supervisor assigned to cover the additional responsibility of managing another school building (this includes a principal assigned to a second school) will receive a stipend of \$60 per day, if there is no assistant principal in the additional school, and \$30 per day if there is an assistant principal in the additional school. This stipend begins on the eleventh consecutive day of service.

Principals and supervisors assigned beyond their contractual time (on any of the 65 days that the school district as a whole is not in session, e.g. Winter and Spring Breaks, Summer Vacation Days, NJEA Convention, State/Federal holidays) to supervise the Wrap-Around Program shall be compensated at a maximum of \$350 per day. A list of administrators interested in supervising these children will be sought, and the assignments from the list will be made on a rotating basis.

All employee contracts are for twelve (12) months, unless designated otherwise on the Salary Guide.

Tuition grant monies will be divided equally among approved participants. The grant monies will total \$20,000 per year for the length of the contract. Each graduate course must be completed with a B or better. Prior approval of the Superintendent will be required using the District approved forms(s). Reimbursement will be made at the Rowan University graduate credit rate.

Advancement of the salary guide for accredited graduate courses for all administrators will be based on the following breakdown:

- MA + 10 - \$1,100
- MA + 20 - \$1,600
- MA + 30 - \$3,100
- MA + 45 - \$3,600
- Ph.D/Ed.D - \$4,100

Longevity – Administrators shall receive the following rates of pay added to their base pay for the number of years of continuous service as certified employee in Pemberton Township Schools:

- \$1,900 following the completion of 9 years
- \$2,400 following the completion of 15 years
- \$3,000 following the completion of 20 years
- \$3,200 following the completion of 25 years
- \$3,500 following the completion of 30 years
- \$4,300 following the completion of 34 years

Any employee may authorize the Board to make deductions for the purpose of tax-sheltered annuities pursuant to the provisions of NJSA 18A:66-127, et seq., and the terms of a group contract approved by the Board.

The Board agrees to a twenty-six (26) pay period system.

ARTICLE XVIII INSURANCE PROTECTION

BLUE CROSS AND BLUE SHIELD

- A. All administrators shall be entitled to full family coverage, if needed. In addition the Board shall also provide medical emergency room coverage as well as provide catastrophic coverage under the Major Medical, adult physical examination and well child immunization under age 19. In addition, dependents shall be covered to age 19, except full-time students who shall be covered to age twenty-three (23).
 - 1. Any employee hired after July 1, 2002, shall at no time be eligible for the Medallion Plan coverage.

2. Any employee now enrolled in the Medallion Plan who elects to withdraw there from and enroll in any other district offered plan shall be paid by the district a one-time payment of \$600.00. However, once such election is made and payment received, the employee shall not be eligible to be reinstated into the Medallion Plan.
- B. The Board of Education shall provide, at its expense, Blue Cross-Group Health Care Protection – Prescription Program, including birth control. A fixed \$10.00 co-pay for generic, \$15.00 for prescribed brand, \$10.00 if generic is not available, and \$5.00 co-pay for mail order 60-90 day supply for both the individual and family. This is effective 9-1-02.
 - C. The Board of Education shall provide at its expense, Blue Cross and Blue Shield Dental Plan for the individual administrator. Family coverage shall be provided by payroll deduction provided threshold enrollment is met. Summary Plan Descriptions are available upon request.
 - D. The Board of Education shall provide at its expense a VSP vision care plan for the individual administrator with initial \$10.00 co-pay. Family coverage shall be provided through payroll deduction provided threshold enrollment is met.
 - E. Administrators who elect to waive their medical coverage shall be entitled to receive a \$1,000 reimbursement. Payment of money shall be made in two installments on December 15th and June 15th. Employees must waive such coverage for a full year to be eligible for said payment. Employees who have no other comprehensive insurance shall not be permitted to waive coverage. Employees who have initially waived coverage and then need to re-enroll in the district's plan will be covered by the district in the next available enrollment period without lapse in coverage. It will be the employee's obligation to notify the District's Benefits Coordinator of the pending loss in coverage due to a change in status relative to availability of comprehensive insurance coverage. Should the employment status of such employee change, there shall be a pro-rata payment upon the time in the plan. Should such separation of employment be due to death, his/her estate shall receive such pro-rata payment.
 - F. The insurance carrier will be expected to provide each administrator with an identification card and a description of the healthcare insurance provided under this Article.
 - G. An administrator who retires from the Pemberton Township School District with ten (10) or more years of employment in the district as of June 30, 2005 shall be provided with insurance coverage (medical, dental, prescription, and vision) for the individual at no cost to the employee. As of July 1, 2005 this benefit will no longer be offered to any administrator who has not met the above requirement. Such benefit shall commence at age 55, and continue up to 65. He/she may continue family coverage at his/her own expense. (Exception: Dental and

Vision). If the employee retires prior to age 55, he/she may be eligible for this coverage upon attaining age 55 and upon fulfilling the stated requirements. In addition, said retiree may participate in the Board's medical insurance program at his/her expense prior to age 55.

- H. The Board agrees to the following: For those administrators who have used up all available accumulated sick days, and request medical or maternity leave of absence without pay, the Board of Education will pay the premium for medical coverage up to a maximum of six months. Additionally, the Board will permit administrators on sick leave or maternity leave who need to extend beyond the six months to continue to maintain medical coverage as per Paragraph A above by payment to the Board of the monthly premium.
- I. Income Protection Plan: During the term of this agreement the Board will pay fifty (50%) percent of the premium required to provide the UNUM Protection Plan with a 30-day elimination period for all eligible employees.

ARTICLE XIX SABBATICAL LEAVE

- A. A sabbatical leave program will be established to permit Administrators to engage in study in the educational field, subject to the following conditions:
 - 1. Such leave shall be limited to one (1) person for one (1) school year each, or two (2) persons for one (1) semester each.
 - 2. Selected personnel who have seven (7) consecutive years or more of satisfactory service with the Pemberton Township Public Schools shall be eligible for sabbatical leave.
 - 3. The nature and scope of study which the administrator proposes to pursue while on sabbatical leave must be approved by the Superintendent of Schools.
 - 4. The selection of applicants will be made on the basis of:
 - a. Previous record of applicant in the Pemberton Township Schools;
 - b. Benefit of proposed study to Pemberton Township Public Schools.
 - c. Benefit of applicant relative to his/her field of administration.
 - 5. Sabbatical leave shall be granted for the period of one (1) school year or a single semester as the case may be, depending upon the operation of Paragraph A above.

6. An administrator on sabbatical leave may select one of three options for salary and commitment to district. They are: Option A-25% salary with a two (2) year commitment to the district; Option B-50% salary with a three (3) year commitment to the district; Option C-100% salary with a five (5) year commitment to the district. Payment shall be made in regular salary installments.
 7. Persons who accept a sabbatical leave must sign a statement of intention to return to the Pemberton Township School System immediately following the sabbatical leave for a period of two, three, or five years based upon the option selected above. Failure to comply with this obligation will require repayment of compensation received during the sabbatical leave as follows:
 - a. Repayment of total compensation received if a person does not return to the Pemberton Township School System is due and payable on December 1st immediately following completion of the leave.
 - b. Repayment of one-half (1/2) of compensation received, if the person returns for one-half (1/2) of the years based on the option selected above, is due and payable on December 1st, one (1) year after the completion of the sabbatical leave.
- B. Upon return from such leave, an Administrator shall be placed on the salary scale at the level he/she would have achieved had he remained on active duty in the district, with recognition on the salary guide for leave. However, the school district does not guarantee the Administrator the same position earned before taking the sabbatical leave.
- C. Applicants will be notified by the Board on or before April 1st as to the disposition of their applications.

DURATION OF AGREEMENT

The 2005-2008 Agreement is subject to ratification by the respective parties. The Negotiation Teams for the Board and the WTPA shall affirmatively recommend and vote in favor of ratification. The **2005-2008 Agreement** shall be presented to the Board of Education for ratification on December 15, 2005.

BOARD OF EDUCATION

ASSOCIATION

_____/S/ Thomas A. Petrillo
President

_____/S/ Mary Hutchinson
President

_____/S/ Patricia Austin
Board Secretary/BA

_____/S/ Ronald Beebe

_____/S/ John A. Mazzei
Director of Human
Resources

_____/S/ Margaret Duncan

_____/S/ Darlene Kelly