

1. **Bargaining Unit**

A. **Recognition**

The **Board of Education of the Township of Jackson** (hereinafter referred to as the **Board**) recognizes the **Jackson Administrators' Association** (hereinafter referred to as **JTAA**) as the official and exclusive bargaining agent for collective negotiations concerning salaries and terms and conditions of employment for all certificated supervisory staff, including the following groups within the school district:

Directors
Principals
Vice Principals
Supervisors

All other staff, including the Director of Personnel and part-time stipend positions are excluded, unless the parties agree to include other titles, as being appropriate for this bargaining unit.

B. **Definition**

Unless otherwise indicated, the term “**administrator**” when used herein after in this agreement, shall refer to all employees represented by the **JTAA** as defined in the recognition clause.

2. **Negotiations of Successor Agreement**

A. **Procedure**

The parties agree to enter into collective negotiations in accordance with Chapter 123, N.J.S.A. 34:13A-1 et. seq. in a good faith effort to reach agreement on matters concerning salary and terms and conditions of administrators' employment. Any agreement so negotiated shall apply to all administrators, be reduced to writing, be signed by the **Board** and the **JTAA**, and be officially adopted by the **Board** and the **Association**.

B. **Modification**

This 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. **Compliance - Master Agreement**

Any individual contract between the **Board** and any individual administrator, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If any individual contract contains any language inconsistent with the master agreement, the master agreement, for its duration, shall be controlling.

4. **Just Cause**

The **Board** and the **JTAA** agree that no administrator shall be reprimanded without just cause and in accordance with New Jersey Statutes.

5. **Administrative Contract Year**

The **Board** and the **JTAA** agree that all administrators shall be employed under twelve (12) month contracts effective July 1st and terminating on June 30th of each year.

Ten-month supervisory and administrative positions, if any, shall work from September 1st to June 30th following the teacher calendar when school is in session. The salary for the positions shall be 10/12 of the salary for a twelve-month position.

6. **Administrative Calendar**

The **Board** and the **JTAA** agree that the administrative calendar shall be as follows:

Administrators will be on duty, with the exception of previously arranged and approved vacation schedules, in the summer months. Summer months are defined as all days occurring between the last teacher workday of one school year and the first teacher workday of the subsequent school year. During the school year, from the first teacher workday until the last teacher workday, administrators will follow the teachers' calendar. As stated in item 5, the ten (10) month supervisor, if any, is not contracted during the aforementioned summer months.

7. **Vacation Schedule**

A. The **Board** agrees that all members of the **Administrators Association** shall be entitled to twenty (20) working days of paid vacation time which may be taken at any time during the contract year. It is agreed that any vacations to be taken

during the time school is in session shall be only with the prior approval of the Superintendent of Schools and may not exceed five (5) days.

- B.** Any member who attains fifteen (15) years of service as an administrator in the district, or twenty-five (25) years in the district, ten (10) of which as an Administrator, will receive twenty-five (25) days vacation. In the HS and Middle Schools, where there are multiple administrators, building coverage will be provided by an administrator at all times. No more than four (4) weeks of vacation in a row may be taken during the summer months.
- C.** No member who was entitled to more vacation time during the 1995-96 contract year than is indicated in Paragraph B above, shall receive a reduction in his/her current entitlement. However, all increases in entitlement are governed by Paragraph B.
- D.** Any day which is normally scheduled as a vacation day according to the teachers' calendar wherein the Superintendent of Schools requires the presence of an administrator(s) in district will be added to the administrator(s)' vacation time.

Such requests by the Superintendent would be made well in advance and only after a discussion with any and all affected administrator(s). It is also agreed that such requests would be for a specific purpose.

However, an administrator who returns to work, or is directed to return to work, during a school holiday or recess period shall not receive additional vacation time if the reason for returning is related to an emergency affecting the safety or health of students, staff or the building.

- E.** The **Board** agrees that all members may carry over ten (10) unused vacation days for use in the next contract year.
- F.** The parties agree that total pro-rated cash payment for accumulated earned vacation time (accumulated during a particular year) shall be paid to any administrator who resigns or retires prior to the completion of the contract year, as long as proper written notice has been given to the Superintendent of Schools (sixty (60) days).

- G. All administrators will be required to be on duty during the week immediately prior to the opening of school.

8. **Fringe Benefits**

- A. The medical, dental and prescription insurance benefits for administrators shall be the same as the benefits granted to the District's teachers for these insurance benefits; with the exception that the **Board** will pay up to \$35.00 per month per member for full family non-deductible optical insurance for all members.
- B. The **Board** agrees that administrators shall be entitled to twelve (12) sick days per contract year, to be cumulative without limit. A person with an approved vacation schedule may not utilize sick time during that vacation period, unless the illness or injury requiring use of sick leave commences prior to the vacation period, or unless a person who has begun a vacation is stricken with a catastrophic illness. However, a person who is terminating employment with the district for any reason, and is directed to utilize all accumulated vacation time prior to his/her final day, shall not be permitted to use sick leave during a vacation period for any reason.
- C. The **Board** agrees that total cash payment for accumulated sick days shall be paid upon retirement as follows:
 - 1. for purposes of calculating payout for accumulated sick days those members who have an excess of 90 days accumulated as of June 30, 1996, shall be capped at that number. Those members who have accumulated less than 90 days as of June 30, 1996 shall be capped if and when they attain 90 days.
 - 2. for all days accumulated divide the number of accumulated sick days by three (3) and multiply the quotient by the retiring employee's daily rate of pay.
 - 3. for all days accumulated after the cap each year, the Board of Education will pay a gross amount to each eligible member equal to **ACCUMULATED SICK DAYS FOR THAT YEAR (MAXIMUM OF 12) divided by three, times the daily rate of pay. Daily rate of pay shall be calculated as follows: 1/240 for 12-month employees or 1/200 for 10-month employees.**

Members may, at their option, request that the Board deposit this amount in a tax sheltered annuity of the member's choice or not.

This payment shall be made at the second pay period in June each year.

4. If any member requires in any school year less than the specified number of sick leave days with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years. However, the Board will not pay unused sick leave compensation at retirement for those days above the cap.

D. The **Board** shall pay the full cost of one state and one national administrators' organization membership dues *per contract year*.

E. Costs for participation in graduate courses or equivalent, seminars, workshops, convocations, conferences, conventions, as may be incurred by administrators, with prior approval of the Superintendent, shall be borne by the **Board** in an amount not to exceed \$1650 (2002-2003), \$1800 (2003-2004), \$1950 (2004-2005) per member, per contract year. It is agreed that upon return from seminars, etc., the administrator will file a written report to the Superintendent which will include, but not be limited to, the benefits to the administrator and the district that were derived from said participation. *This paragraph shall not apply to seminars, workshops, convocations, conferences or conventions for which graduate credit or continuing education credit is awarded.*

F. 1. The **Board** agrees to pay to the surviving spouse or estate upon the death of any administrator under contract any accumulated, unused earned vacation time available at the date of demise.

2. The **Board** agrees to pay to the surviving spouse or estate upon the death of any administrator under contract who has been employed by the Jackson Schools for at least *ten (10)* consecutive years, any sick day severance entitlement available at the date of demise *according to the following schedule:*

After Completing Yrs of Employment in Jackson

% of Entitlement Pd

10 Years

20%

<i>11 Years</i>	<i>40%</i>
<i>12 Years</i>	<i>60%</i>
<i>13 Years</i>	<i>80%</i>
<i>14 Years</i>	<i>100%</i>

G. Vacation

Any unit member eligible to receive 25 vacation days, or has accumulated 25 vacation days, may elect to sell back up to five (5) unused vacation days per contract year. Payment shall be at the per diem salary rate in the year earned (1/240 12-month employees or 1/200 10-month employees). An administrator electing to sell back unused vacation days must notify the Board of his/her intent no later than May 15th of the contract year. Payment shall be by check or deposited in a tax shelter annuity account(s) of the administrator's choosing on or about June 30th of the same contract year.

9. Personnel Records

The **Board** agrees that any administrator shall have the right, upon request for appointment, to review the contents of his personnel file and to receive copies of any documents contained therein. No document or communication of any kind, including official evaluative reports, shall be placed in any personnel file without full knowledge of the administrator and full opportunity to attach comments and/or rebuttal evidence for statements.

10. Travel Reimbursement

Mileage reimbursement will be the standard rate as adopted by the **Board**, for costs incurred in the performance of job-related activities, upon submission of a properly executed voucher. Tolls will be reimbursed with submission of receipts.

11. Reimbursement for Job-Related Activity

Expenses for any activities that administrators are required to attend (job related), having prior approval of the Superintendent or his designee, will be reimbursed by the **Board**.

12. Promotional Advancement

- A. Promotional salary increases for members moving from one guide to another shall be a minimum of \$3,500.00 or the next nearest higher step on the new guide, prorated on the basis of months to be worked, between the next higher category and the category of the position from which the promotion occurs.
- B. Assignments of temporary nature to a position of higher responsibility that is vacant, under the title of “Acting”, shall receive a salary equal to one lateral move on the salary guide, as negotiated with the employee. (If the person in this temporary position does not obtain the formal **Board** appointment after six (6) months, that person automatically reverts to his prior position. This clause shall apply only to positions designated in the recognition clause of this contract.)

13. Leaves of Absence

A. Death

Administrators shall be granted up to five (5) days per occurrence in the event of death of an employee’s spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, or any other members of the family unit living in the same household. Employees shall be granted up to two (2) days per occurrence in the event of death of any employee’s relative outside the employee’s household.

B. Personal Leave Days

All full-time administrators under contract as of July 1, 1996, are permitted absence with pay for personal reasons (non-cumulative). These absences shall be with prior approval of the Superintendent of Schools. All administrators hired after July 1, 1996 shall be entitled to four (4) personal days each year (non-accumulative).

Definition

Personal days will be defined as those days an administrator will be absent during the school day for which personal matters cannot be taken care of other than on school time, i.e., house closing, emergencies, religious holidays, etc. All requests for personal days must be submitted, through the immediate supervisor, for approval by the Superintendent of Schools, five (5) days in advance, when possible.

C. **Good Cause**

Other leaves of absence without pay may be granted by the **Board** for good reason at the discretion of the **Board**.

D. **Return from Leave (Benefits)**

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits towards sabbatical eligibility, shall be restored to him upon his return.

E. **Extension and Renewals**

All extensions, or renewals, of leaves shall be applied for in writing and shall be granted or denied in writing.

14. **Sabbatical Leave**

A. **Application for Leave**

Application of intent for sabbatical leave shall be made to the Superintendent of Schools on or before November first of any year. Final date for submitting application shall be May 1st, which application must have been preceded by an application of intent, submitted on or before November 1st. If approved, such leave shall officially begin at the beginning of the school year in accordance with the official school calendar. The Superintendent is to be kept informed of status, monthly. Application shall include a formal sabbatical leave request, and shall also include a program or itinerary to be followed by the professional during the period of at least two years after the expiration of the sabbatical leave.

If any administrator fails to continue in service after such leave is granted, such administrator shall repay to **Jackson Township Board of Education** a sum of money bearing the same ratio to the amount of salary received while on leave that the unperformed part of the two subsequent years of service bears to the full two years, unless such professional is incapacitated, has been discharged, or has been released for good and sufficient reason by the **Board** from this obligation.

B. **Salary**

The salary granted to an administrator on sabbatical leave shall be one-half of the salary to which he or she would be entitled if not on leave, less the regular deductions required by law, the Teachers' Pension Fund, and other deductions authorized by the professional. Salary shall be paid in accordance with the general time schedule for payment of salaries in the Jackson School System.

C. At the sole discretion of the **Board of Education** and upon recommendation of the Superintendent of Schools, sabbaticals may be granted as follows:

1. Six months at full pay or full year at 3/4 pay;
2. Providing the sabbatical leave is for work towards a Doctoral Degree, on a full time basis, at an accredited institution, in a related field such as administration, supervision, curriculum and instruction or subject area specialty related to the applicant's position in the district.

D. During the period of sabbatical leave of absence, personnel may not engage in any remunerative employment, except as may be approved by the Superintendent of Schools, when such employment may be in the interest of the district.

E. The period of sabbatical leave shall count toward retirement in accordance with the rules of the Division of Pensions.

F. It is agreed that administrators on sabbatical leave shall not be entitled to benefits delineated in Paragraphs 8H and 10, above, during the duration of the sabbatical leave.

G. The professional will submit a final written report to the Superintendent of Schools which will be reprinted and distributed to the **Board of Education**. The report will relate the ideas gained, and subsequent benefits expected therefore, and will be submitted not later than ninety days after the beginning of the school year immediately following the sabbatical leave.

H. **Sabbatical Leaves Are Designed For:**

1. Professional improvement.
2. To improve professional competence so as to benefit the general efficiency of the school system.

I. **Number of Leaves Authorized**

Not more than two percent of the personnel eligible under this policy may be granted sabbatical leave for the same year. In granting such leaves of absence, due consideration shall be given to reasonable and equitable distribution of the applicants among the different schools and departments.

In the event more than two percent of the eligible personnel of the system shall apply, applicants for Doctoral study, independent research and/or problem observation leaves will be given preferential treatment. At all times, the needs of the school system as a whole shall be paramount.

J. Eligibility

Any administrator who has completed seven or more years of full-time continuous satisfactory service in the Jackson Township School System may be granted a sabbatical leave upon the recommendation of the Superintendent of Schools, and with the approval of the **Board of Education**. Such leave shall be understood to include one or more of the following activities:

1. Study in an accredited institution of learning.
2. Independent research and/or observation of problems connected with the schools or within the professional's area of responsibility.
3. Any other program approved by the Superintendent and the **Board of Education**.

15. Deductions from Salary

A. Association Payroll Dues Deduction

The **Board** agrees to deduct from the salaries of its employees dues for the **JTAA**. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15), 9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the **JTAA** by the fifteenth of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations. The **Association** named above shall certify to the **Board**, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the **Board** written notice prior to the effective date of such change.

B. Tax-Sheltered Annuities and/or Savings Bonds

Arrangements can be made by all employees through the Board Office to obtain tax-sheltered annuities and/or government savings bonds in accordance with Board policy and practice.

16. **Term of Contract**

It is agreed that this contract shall be in effect from July 1, 2002 to June 30, 2005. It is further agreed that the provisions of this contract shall remain in effect without reduction, limitation or modification until such time as a new agreement is reached between the Board and the duly authorized bargaining agent for the school district administrators, or as modified in accordance with Section 2.B of the contract.

It is further agreed that salaries shall be retroactive to July 1, 2002. This agreement and the appropriate retroactive payments shall cover all persons employed on that date whether, deceased or retired as of the signing of this Agreement. Retroactive payments shall be made within 30 days of Board approval of the negotiated agreement.

Salary

Salary increase for each year of the contract shall be the following:

<i>2002-2003</i>	<i>3.0% increase to the base.</i>
<i>2003-2004</i>	<i>5.0% increase to the base.</i>
<i>2004-2005</i>	<i>5.5% increase to the base.</i>

The long-term financial effects of “frozen steps” will not be deducted from any of the yearly percentage increases. Current steps “0” and “1” shall be frozen for the three years of the Agreement and shall be designated steps “A” and “B”. These steps shall only be used for new administrators who have no prior experience as an administrator. Current steps “0” to “5” shall remain and shall be subject to full raises under the percentage increases stated above.

Ten (10) month administrators required to work in July and August shall be compensated at their current per diem rate of pay for each day worked.

17. **Grievance Procedures**

It is agreed that there will be in effect, a grievance procedure as described in the following paragraphs. It is understood and agreed between the parties hereto that a grievance shall be defined as any dispute arising over the interpretation of application of any particular terms of this agreement.

It is understood and agreed between the parties that paragraphs one (1) through four (4) only may be utilized concerning any dispute arising over the interpretation, application and violation of policy or administrative decision affecting an administrator. Any administrator represented by the **Association** having such a grievance is under obligation

to follow proper procedures in an attempt to satisfy his grievance and in doing so he shall be assured freedom from prejudicial action, restraint, interference, coercion, discrimination or reprisal in presenting his grievance. Failure by either party to meet the prescribed deadlines established in this grievance procedure shall allow the grievance to be automatically moved to the next level or waived.

A. Individual Grievance and/or Appeal

Procedures for grievance is as follows:

1. Any said administrator having a grievance must first present his complaint in writing to the Superintendent and the **Association**, within five (5) work days of the date of occurrence of the grievance, specifying
 - a. the nature of the grievance;
 - b. the nature and extent of the injury, loss or inconvenience;
 - c. the result of previous discussion;
 - d. his dissatisfaction with decision previously rendered.
2. The Superintendent shall then communicate his decision to the administrator and the **Association**, in writing, within five (5) work days, or receipt of the written grievance.
3. If the aggrieved person is not satisfied with the disposition of his grievance as Paragraph 2, or if no decision has been rendered within five (5) work days after receiving the written grievance, the **Association** may refer it to the **Board of Education**, in writing, specifying the individual's dissatisfaction with the decision previously rendered.
4. The **Board of Education** shall attempt to resolve the matter as quickly as possible, but within a period not to exceed twenty (20) work days. The **Board of Education** shall communicate its decision in writing to the administrator and the **Association**.
5. If the decision of the **Board** does not resolve the grievance to the satisfaction of the administrator and the **Association** wishes review by a third party, the **Association** shall so notify the Board in writing through the Superintendent, within ten (10) work days of receipt of the **Board's** decision.
6. The following procedure will be used to secure the services of an arbitrator:

- a. Within ten (10) work days after such written notice of submission to arbitration, the **Association** shall make a request to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall attempt to select a mutually acceptable arbitrator from the roster submitted in accordance with the rules of PERC.
- b. The arbitrator shall limit himself to the issue submitted to him as well as the definition of grievance contained herein and shall consider nothing else. He can add nothing to nor subtract anything from the agreement between the parties or any policy of the **Board of Education**. The decision of the said grievance as defined above shall be final and binding upon both parties for the duration of this agreement. Any action by the arbitrator shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.
- c. Any administrator presenting such a grievance may be represented at all stages of the grievance procedure by himself or at his option by representatives selected or approved by the **Association**.

B. Group Grievance

If a grievance affects a group of administrators, the **Association** may submit such grievance, in writing, to the Superintendent directly, and the processing of such grievance shall commence at that level.

All meetings and hearings under this grievance procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

C. Grievance Procedure - Arbitration Costs

The unsuccessful party shall pay the arbitrator's fee and reasonable expenses. Determination of which party is unsuccessful shall be at the sole discretion of the arbitrator. The arbitrator may also decide, at his sole discretion, that no single unsuccessful party is able to be determined and that the parties shall share the arbitrator's costs equally. All other costs shall be borne by the party incurring such costs.

18. Longevity

Administrators after completing the indicated years of active employment in the **Jackson School District** shall receive the following longevity payment above their step on the salary guide:

15 years	\$1,500
20 years	\$2,000
25 years	\$2,500
30 years	\$3,000
35 years	\$3,500

Longevity payments shall be made a part of the administrator's regular monthly pay.

*Jackson Township Administrators Association
Salary Schedule*

2002/2003 SCHOOL YEAR

STEP	DIRECTOR/ HS PRINCIPAL	PRINCIPAL	VICE PRINCIPAL	SUPERVISOR
5	\$111,396	\$107,896	\$104,396	\$100,896
4	\$110,396	\$106,896	\$103,396	\$99,896
3	\$109,396	\$105,896	\$102,396	\$98,896
2	\$108,396	\$104,896	\$101,396	\$97,896
1	\$107,396	\$103,896	\$100,396	\$96,896
0	\$106,396	\$102,896	\$99,396	\$95,896
B	\$104,876	\$101,376	\$97,876	\$94,376
A	\$103,876	\$100,376	\$96,876	\$93,376

2003/2004 SCHOOL YEAR

STEP	DIRECTOR/ HS PRINCIPAL	PRINCIPAL	VICE PRINCIPAL	SUPERVISOR
5	\$116,049	\$112,549	\$109,049	\$105,549
4	\$115,049	\$111,549	\$108,049	\$104,549
3	\$114,049	\$110,549	\$107,049	\$103,549

2	\$113,049	\$109,549	\$106,049	\$102,549
1	\$112,049	\$108,549	\$105,049	\$101,549
0	\$111,049	\$107,549	\$104,049	\$100,549
B	\$104,876	\$101,376	\$97,876	\$94,376
A	\$103,876	\$100,376	\$96,876	\$93,376

2004/2005 SCHOOL YEAR

STEP	DIRECTOR/ HS PRINCIPAL	PRINCIPAL	VICE PRINCIPAL	SUPERVISOR
5	\$121,569	\$118,069	\$114,569	\$111,069
4	\$120,569	\$117,069	\$113,569	\$110,069
3	\$119,569	\$116,069	\$112,569	\$109,069
2	\$118,569	\$115,069	\$111,569	\$108,069
1	\$117,569	\$114,069	\$110,569	\$107,069
0	\$116,569	\$113,069	\$109,569	\$106,069
B	\$104,876	\$101,376	\$97,876	\$94,376
A	\$103,876	\$100,376	\$96,876	\$93,376

NOTE: Ten month positions, if any, are compensated at 10/12 of the above guide.

DURATION

This Agreement shall be effective *July 1, 2002* and shall continue in effect until *June 30, 2005*.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seals to be placed hereon.

**FOR THE JACKSON TOWNSHIP
ADMINISTRATORS ASSOCIATION**

**FOR THE JACKSON TOWNSHIP
BOARD OF EDUCATION**

President

President

Secretary

Secretary

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**CONTRACT AGREEMENT
BETWEEN**

**JACKSON TOWNSHIP BOARD OF
EDUCATION**

AND

**JACKSON TOWNSHIP
ADMINISTRATORS ASSOCIATION**

July 1, 2002 – June 30, 2005