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1. Bargaining Unit

A. Recognition

The Plumsted Township Board of Education (hereinafter referred to as the “Board”) recognizes the Plumsted Township Administrators’ Association (hereinafter referred to as “PTAA”) 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 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 hereinafter in this agreement, shall refer to all employees represented by the PTAA 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 PTAA, 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.

1 4. Cause

2  
3 The Board and the PTAA agree that no administrator shall be reprimanded without  
4 cause and in accordance with New Jersey Statutes.

5  
6 5. Administrative Contract Year

7  
8 The Board and the PTAA agree that all administrators shall be employed under  
9 twelve (12) month contracts effective July 1<sup>st</sup> and terminating on June 30<sup>th</sup> of each  
10 year.

11  
12 Ten-month supervisory and administrative positions, if any, shall work from  
13 September 1<sup>st</sup> to June 30<sup>th</sup> following the teacher calendar when school is in session.  
14 The salary for the positions shall be 10/12 of the salary for a twelve-month position.

15  
16 6. Administrative Calendar

17  
18 The Board and the PTAA agree that the administrative calendar shall be as follows:

19  
20 Administrators will be on duty, with the exception of previously arranged and  
21 approved vacation schedules, in the summer months. Summer months are defined as  
22 all days occurring between the last teacher workday of one school year and the first  
23 teacher workday of the subsequent school year. During the school year, from the first  
24 teacher workday until the last teacher workday, administrators will follow the  
25 teachers' calendar. As stated in item 5, the ten (10) month supervisor, if any, is not  
26 contracted during the aforementioned summer months.

27  
28 7. Vacation Schedule

- 29  
30 A. The Board agrees that all members of the PTAA shall be entitled to twenty (20)  
31 working days of paid vacation time, which may be taken at any time during the  
32 contract year. It is agreed that any vacations to be taken during the time school is  
33 in session shall be only with the prior approval of the Superintendent of Schools  
34 and may not exceed five (5) days.
- 35  
36 B. The Board agrees that all members of the PTAA are entitled to twenty-five (25)  
37 working days of paid vacation time after completing ten (10) years of service with  
38 the district. Only years of service with the district as an administrator will be  
39 counted as credit toward this provision. Credit shall be granted for years served in  
40 the district as an administrator prior to July 1, 2007.

41  
42 No more than five (5) days in a row shall be taken during the school year and no  
43 more than fifteen (15) days in a row shall be taken during the summer. Additional  
44 consecutive days may be approved by the Superintendent.

- 45  
46 C. Any day which is normally scheduled as a vacation day according to the teachers'  
47 calendar wherein the Superintendent of Schools requires the presence of an  
48 administrator(s) in district will be added to the administrator(s) vacation time.
- 49  
50 D. The Board agrees that all members may carry over five (5) unused vacation days  
for use in the next contract year.

- E. 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).
- F. All administrators will be required to be on duty during the week immediately prior to the opening of school.
- G. Vacation requested must be approved in advance by the Superintendent or designee.
- H. All administrators employed during the 2006/2007 school year as an administrator and who have been board approved as an administrator for the 2007/2008 school year will receive credit for five (5) additional vacation days bringing the earned days from 2006/2007 from fifteen (15) days to twenty (20) days. Any administrator employed by the district for more than ten (10) years as an administrator at the completion of the 2006/2007 school year shall receive credit for ten (10) additional vacation days bringing the earned days from 2006/2007 from fifteen (15) days to twenty-five (25) days.
- I. Any advancement of vacation days prior to July 1, 2007 shall be subtracted from the days earned in 2006/2007. No days shall be available for carryover from 2006/2007.

8. Fringe Benefits

- A. Medical Benefits: The Board shall provide the Administrators with and pay the premiums for, individual and family coverage of the State Health benefit plan or its equivalent, dependent as defined in the current plan coverage to age 23.
- B. Dental Insurance: The Board shall provide the Administrators with a program of dental care, providing full family coverage. The program shall be substantially equivalent to the program offering made to certified employees in the district.
- C. Prescription Coverage: The Board shall provide the Administrators with a prescription program providing full family coverage. The program shall be substantially equivalent to the program offering made to certified employees in the district.
- D. If plan allows and employee is eligible, payment in lieu of insurance protection will be made for employees who waive coverage as follows:
  - Medical - \$3,500
  - Dental - \$500
  - Prescription - \$1,000
 Waiver of medical coverage will require proof of medical coverage elsewhere.

1 E. The Board agrees that administrators shall be entitled to twelve (12) sick days per  
2 contract year, to be cumulative without limit. A person with an approved vacation  
3 schedule may not utilize sick time during that vacation period, unless the illness or  
4 injury requiring use of sick leave commences prior to the vacation period, or  
5 unless a person who has begun a vacation is stricken with a catastrophic illness.  
6 However, a person who is terminating employment with the district for any  
7 reason, and is directed to utilize all accumulated vacation time prior to his/her final  
8 day, shall not be permitted to use sick leave during a vacation period for any  
9 reason.

10  
11 F. The Board agrees that total cash payment for accumulated sick days shall be paid  
12 as follows:

13  
14 After ten (10) years of service as an administrator with the district, the Board  
15 shall purchase accumulated sick days upon separation at a rate of 33% of the  
16 administrators per diem rate (1/240) not to exceed \$15,000.00.

17  
18 G. The Board shall pay administrators membership fees to the NJPSA and/or other  
19 professional/civic groups deemed necessary to maintain or improve professional  
20 skills, not to exceed \$1,000.00 per annum.

21  
22 H. Costs for participation in graduate courses or equivalent, seminars, workshops,  
23 convocations, conferences, conventions, as may be incurred by administrators,  
24 with prior approval of the Superintendent, shall be borne by the Board in an  
25 amount not to exceed \$5,000 per member, per contract year. It is agreed that upon  
26 return from seminars, etc., the administrator will file a written report to the  
27 Superintendent, which will include, but not limited to, the benefits to the  
28 administrator and the district that were derived from said participation.

29  
30 I. The Board agrees to pay to the surviving spouse or estate upon the death of  
31 any administrator under contract any accumulated, unused earned vacation  
32 time available at the date of demise.

33  
34 J. Vacation

35 Any unit member, who has completed five (5) years of service as an administrator  
36 in the district, may elect to sell back up to five (5) unused vacation days per  
37 contract year. Payment shall be at the per diem salary rate in the year earned  
38 (1/240 12-month employees or 1/200 10-month employees). An administrator  
39 electing to sell back unused vacation days must notify the Board of his/her intent  
40 no later than May 15<sup>th</sup> of the contract year. Payment shall be by check or  
41 deposited in a tax shelter annuity account(s) of the administrator's choosing on or  
42 about June 30<sup>th</sup> of the same contract year.

43  
44 9. Personnel Records

45  
46 An employee shall have the right, upon request, to review the contents of their personnel  
47 file and to receive copies at Board expense of any documents contained therein. An  
48 employee shall be entitled to have representative(s) of the Association accompany them  
49 during such review. At least once every 2 years, an employee shall have the rights to  
50 indicate those documents and/or other materials in his/her file which they believe to be  
obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the

1 Superintendent or his/her designee and if, they are obsolete or otherwise inappropriate to  
2 retain, they shall be destroyed. Disputes over the retention of said documents may be  
3 processed through the grievance procedure, commencing at the appropriate level.  
4

5 **10. Travel Reimbursement**  
6

7 All members of the PTAA who may be required to use their own automobiles in the  
8 performance of their duties shall be reimbursed at the IRS Rate of reimbursement per  
9 mile.  
10

11 **11. District Owned Equipment**  
12

13 The Board has determined it to be necessary to provide the Administrators with a laptop  
14 computer, IPAQ/PDA, cellular phone and use of a digital camera. The Board  
15 acknowledges that such equipment may be used personally at no expense to the Board.  
16 Any expense incurred by the Board for personal use shall be reimbursed to the Board by  
17 the unit member incurring such use. The Administrators also acknowledges that any such  
18 use shall not be for illegal purposes.  
19

20 **12. Promotional Advancement**  
21

22 Assignments of temporary nature to a position of higher responsibility that is vacant,  
23 under the title of "Acting" shall receive a salary equal to one lateral move on the salary  
24 guide, as negotiated with the employee. (If the person in this temporary position does not  
25 obtain the formal Board appointment after six (6) months, that person automatically  
26 reverts to their prior position. This clause shall apply only to positions designated in the  
27 recognition clause of this contract.)  
28

29 **13. Leaves of Absence**  
30

31 **A. Death**  
32

33 Administrators shall be entitled to bereavement leave in the event of the death of a  
34 member of their immediate family for up to five (5) days within a two week period  
35 commencing with the date of death without loss of pay. Immediate family shall  
36 include grandfather, grandfather-in-law, step-grandfather, grandmother,  
37 grandmother-in-law, step grandmother, father, step-father, father-in-law, step  
38 father-in-law, mother, step-mother, mother-in-law, step mother-in-law, spouse,  
39 child, step-child, brother, step-brother, brother-in-law, sister, step-sister and sister-  
40 in-law. Up to one (1) school day within a two-week period commencing with the  
41 event of death of aunt, aunt-in-law, uncle, uncle-in-law, niece, step-niece, nephew,  
42 step-nephew shall be allowed without loss of pay. Extenuating circumstances  
43 regarding other individuals may be considered by the Superintendent on a case-by-  
44 case basis.  
45  
46

47 **B. Personal Leave Days**  
48

49 Administrators are granted three (3) personal days per year. If any are unused at  
50 the end of the year, they convert to sick days for the following year.

1  
2 Definition  
3

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

10  
11 C. Good Cause  
12

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

15  
16 D. Extension and Renewals  
17

18 All extensions, or renewals, of leaves shall be applied for in writing and shall be  
19 granted or denied in writing upon appeal of the Board.

20  
21 14. Sabbatical Leave  
22

23 A. Application for Leave  
24

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

34  
35 If any administrator fails to continue in service after such leave is granted, such  
36 administrator shall repay to Plumsted Township Board of Education a sum of  
37 money bearing the same ratio to the amount of salary received while on leave that  
38 the unperformed part of the two subsequent years of service bears to the full two  
39 years, unless such professional is incapacitated, has been discharged, or has been  
40 released for good and sufficient reason by the Board from this obligation.

41  
42 B. Salary  
43

44 The salary granted to an administrator on sabbatical leave shall be one-half of the  
45 salary to which he or she would be entitled if not on leave, less the regular  
46 deductions required by law, the Teachers' Pension Fund, and other deductions  
47 authorized by the professional. Salary shall be paid in accordance with the general  
48 time schedule for payment of salaries in the Plumsted Township School District.  
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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  $\frac{3}{4}$  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 Paragraph 10, above, during the duration of the sabbatical leave.

G. The professional will submit a final written report to the Superintendent of School 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 Leave Authorized

Not more than one (1) administrator eligible under this contract 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 one (1) administrator 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 Plumsted Township School District 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
- 2
- 3 1. Study in an accredited institution of learning.
- 4 2. Independent research and/or observation of problems connected with the
- 5 schools or within the professional's area of responsibility.
- 6 3. Any other program approved by the Superintendent and the Board of
- 7 Education.

8 15. Deductions from Salary

9  
10 Arrangements can be made by all employees through the Board Office to obtain  
11 tax-sheltered annuities and/or government savings bonds in accordance with  
12 Board policy and practice.

13  
14 16. Term of Contract

15  
16 It is agreed that this contract shall be in effect from July 1, 2007 to June 30, 2010  
17 as a three (3) year contract. It is further agreed that the provisions of this contract  
18 shall remain in effect without reduction, limitation or modification until such time  
19 as a new agreement is reached between the Board and the duly authorized  
20 bargaining agent for the school district administrators, or as modified in  
21 accordance with Section 2.B of the contract.

22  
23 It is further agreed that salaries shall be retroactive to July 1, 2007. This  
24 agreement and the appropriate retroactive payments shall cover all persons  
25 employed on that date, whether deceased or retired as of the signing of this  
26 Agreement. Retroactive payments shall be made within 30 days of Board  
27 approval of the negotiated agreement, if possible.

28  
29 Salary

30  
31 Salary increase for each year of the contract shall be the following:

32

33	2007-2008	3.44%	increase to the base
34	2008-2009	4.42%	increase to the base
35	2009-2010	4.14%	increase to the base

36

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

39  
40 17. Grievance Procedures

41  
42 A. Definitions

43  
44 A "grievance" is a complaint by which an employee or employees in the  
45 negotiating unit and their representatives may appeal the interpretation,  
46 application, or violations of policies, agreements and administrative decisions  
47 affecting them, except that the term "grievance" shall not apply to:

- 48  
49 a. Any matter for which a method of review is prescribed by law or which by  
50 law is exclusively within the discretion of the Board.

- b. Any rule or regulation of the State Department of Education or State Commissioner of Education having the force and effect of law.
- c. Any matter which according to law is beyond the scope of Board authority.

B. Principles

- 1. A grievance to be considered under this procedure shall be presented by the grievant not later than twenty (20) school days after occurrence of the grievance, or not later than twenty (20) days after the grievant should have been aware of the occurrence. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible.
- 2. A grievant may present and process his or her grievance personally or through an appropriate representative. In either event, the grievant may be personally present at all steps of the grievance procedure. Should a grievant want to process his or her grievance personally or through an appropriate representative of his or her own choosing, he or she may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.
- 3. No reprisals shall be taken by the Board or the Administration against any participant because he/she utilizes the grievance procedure.
- 4. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his or her grievance initially at the second step of the grievance procedure.

C. Procedure

- 1. STEP ONE:
  - a. The grievant and his/her representative may file the grievance in writing to the Superintendent. This shall be done not later than five (5) working days following the written decision of the immediate supervisor or such person acting as the immediate supervisor in the latter's absence with the written authorization of the Superintendent.
  - b. The grievant and his/her representative and the Superintendent shall meet in attempt to resolve the grievance not later than five (5) working days following the date on which the grievance was filed with the Superintendent.
  - c. The Superintendent shall communicate his/her decision in writing to the grievant not later than ten (10) working days after the meeting. A copy of

1 the decision shall also be forwarded at the same time to the Grievance  
2 Committee.

3  
4 2. STEP TWO:

- 5  
6 a. If the aggrieved person is not satisfied with the disposition of his/her  
7 grievance at Step One, or if the Superintendent has not communicated  
8 his/her decision in writing to the grievant as provided in Step One, the  
9 grievant and his/her representative may request a hearing with the Board  
10 or its representative(s) which shall consist of one or more persons  
11 designated by the Board. The request shall clearly explain the grievance  
12 and be made in writing not later than five (5) working days following the  
13 expiration of ten (10) working days provided in sub-section "c" of Step  
14 One.  
15  
16 b. The grievant and his/her representative and the Board or its representative  
17 shall meet in an attempt to resolve the grievance not later than ten (10)  
18 working days following the date on which the grievance was filed with  
19 the Board. The grievant may have three (3) representatives present when  
20 his/her grievance is reviewed by the Board or its representative.  
21  
22 c. The Board shall communicate its decision in writing to the grievant not  
23 later than fifteen (15) working days following the meeting. A copy of the  
24 decision shall also be forwarded at the same time to the Superintendent  
25 and the Grievance Committee.  
26  
27  
28

29 3. STEP THREE:

- 30  
31 a. In the event the grievant is dissatisfied with the determination of the  
32 Board aforesaid, and in the further event that the grievance involves the  
33 interpretation or application of this contract, the matter may be submitted  
34 to arbitration. The grievant shall request in writing that the Association  
35 submit the grievance to arbitration. If the Association decides that  
36 grievance is meritorious, it may submit the grievance to arbitration. A  
37 request for arbitration shall be made in writing no later than fifteen (15)  
38 days following the determination of the Board. Failure to request  
39 arbitration within said period of time shall constitute an absolute bar to  
40 such arbitration unless the Board and the Association shall mutually agree  
41 upon a longer time period within which to assert such a demand.  
42  
43 b. The Board may also request arbitration concerning any dispute regarding  
44 the interpretation or application of this contract. The time limits  
45 applicable to the Association are also applicable to the Board.  
46  
47 c. The arbitrator shall have no power or authority to add to, subtract from,  
48 change or modify any of the terms of this agreement.  
49  
50

- d. The rules and regulations of the Public Employment Relations Commission shall be followed in the selection of an arbitrator.
- e. The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly, and he/she shall issue his/her decision not later than twenty (20) days from the close of hearings or if oral hearings have been waived, then from the date that the final statements and proof are submitted to him/her. The arbitrator's decision shall be in writing and shall have set forth his/her findings of facts, reasoning and conclusions on the issue submitted to the Board and the Association and shall be binding.
- f. The costs for the services of the arbitrator including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expenses.
- g. A grievance form shall contain; Grievant, position, date, submitted to, statement of grievance, relief sought, the specific contract clause or Board Policy that was violated, the date of the alleged violation, signature, and date the grievance was submitted.

D. Miscellaneous

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

18. Longevity

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

4 years	\$1,000
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Longevity payments shall be made a part of the administrator's regular pay.

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