

KEANSBURG ADMINISTRATORS' ASSOCIATION

CONTRACT

WITH THE

KEANSBURG BOARD OF EDUCATION

FOR

July 1, 2005 through June 30, 2008

ARTICLE I
RECOGNITION

A. Unit Membership

The Keansburg Board of Education recognizes the Keansburg Administrative Association as the representative of the following administrative personnel, and any other new created administrative position such as Vice Principal, etc.

1. Supervisor, Pupil Personnel Services
2. Director of Human Resources
3. Curriculum Coordinator, Director of State & Federal Program
4. Elementary School Principals
5. Director or Student Personnel Services/Director of Guidance
6. High School Principal
7. Middle School Principal
8. Vice Principals
9. Supervisor of Language Arts (K-12)
10. Supervisor of Mathematics (K-12)
11. Supervisor of Special Education (K-12)
12. Athletic Director (5-12)/Supervisor of Student Activities (9-12)
13. Director of Early Childhood
14. Director of Information Systems

Definition

Unless otherwise indicated, the term "administrator" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of unit membership employment. Negotiations shall begin no later than November 1 and no earlier than October 15 of the calendar year preceding the calendar year in which this agreement expires.

ARTICLE III

GRIEVANCE PROCEDURE

1. Grievance shall mean an alleged violation or dispute concerning the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment of a member or members of the bargaining unit.
2. A grievant shall institute action under the provisions herein within ten (10) calendar days of the occurrence complained of. Failure to act within said ten (10) days shall constitute abandonment of the grievance.
3. A grievant may process his/her grievance personally or through a representative of his/her own choosing.
4. A grievant shall first discuss his/her grievance orally with his/her immediate superior provided that if the grievance is occasioned by a direct order of the Superintendent, such oral discussion shall be with the Superintendent of Schools. Such discussion shall occur during the ten (10) day period aforementioned and said time limit shall not be extended except by written consent of the Superintendent of Schools.
5. If the grievance is not resolved to the employee's satisfaction, the employee shall submit his/her grievance in writing to the Superintendent of Schools within five (5) days following the oral discussion of the grievance with his/her immediate superior or Superintendent. The written grievance shall specify the following;
 - a. Nature of the grievance outlining the section of the contract, administrative decision or policy that was allegedly violated.
 - b. Results of the previous discussions, if any.
 - c. The basis of the dissatisfaction.
 - d. Remedy sought.
6. Within five (5) days from the receipt of the written grievance, the Superintendent shall set a day for a review which shall be within ten (10) school days from the receipt of the written grievance, unless a different period is mutually agreed upon.

7. Within ten (10) days after grievance review, unless a different period is mutually agreed upon, the Superintendent shall, in writing, advise the employee and his/her representative, if there is one, of his/her determination.
8. Should the Superintendent fail to act in accordance with the immediately preceding paragraph, or should the employee consider the determination by the Superintendent unsatisfactory, he/she may within ten (10) days after receiving the determination or failure to make a determination, appeal the grievance to the Board of Education.
9. Where an appeal is taken to the Board, there shall be submitted by the grievant a statement of the dissatisfaction of the party appealing, to which shall be attached copies of all previous writings. A copy thereof (which may be without attachments) shall be delivered to the Superintendent and all other parties. The statement shall request a review, if desired.
10. The Board shall review the grievance with the employee present if he/she so requests within thirty (30) days after the appeal to the Board is made. The Board shall render a decision in writing within thirty (30) calendar days following the grievance review.
11. If the Association determines the grievance is meritorious, and is dissatisfied with the Board's determination, it may submit the grievance to binding arbitration within fifteen (15) calendar days following the determination by the Board, provided that referrals of grievances to arbitration shall be limited as follows:

The only grievances which may be arbitrated are those based upon an allegation that there has been violation of the express written terms of this agreement.

The arbitrator shall have no authority to rule on grievances which concern the interpretation, application or alleged violation of policies and administrative decisions affecting terms and conditions of employment, or of statutes and regulations setting terms and conditions of employment.
12. Should the Association refer a grievance to arbitration, it shall be bound by the American Arbitration Association rules and regulations in the selections of an arbitrator.
13. In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

14. Should the grievant fail to process his/her grievance within the time limits herein set forth at any step, it shall constitute an abandonment of the grievance. Should the Board or the Superintendent fail to review a grievance at any step in the procedure within the time limits set forth in the procedure, the grievant shall have the right to carry the grievance to the next step of the procedure.

ARTICLE IV

TEMPORARY LEAVES OF ABSENCES

1. An employee shall be allowed a maximum of five (5) school days absence in any one year with full pay because of death within the immediate family. These days shall not be deducted from the accumulative sick leave. Immediate family is defined to include: husband, wife, parents, sisters, brothers, sons, daughters, mother-in-law and father-in-law, and three (3) days for the death of a grandchild.
2. In case of death of a relative of the second degree, absence of one (1) full day shall be allowed with full pay. This day shall not be deducted from the accumulative sick leave. Relative of the second degree is defined to include: aunt, uncle, grandparents, niece, nephew, cousin, in-laws, other than mother-in-law and father-in-law, and grandchildren.

ARTICLE V

LEAVES OF ABSENCE

1. Personal

Personal business is defined as leave used for any reason other than recreation, rest, or recuperation. An employee shall have available a total of four (4) personal days per year. These days may be taken without reasons being given, upon 72 hours notice to the Superintendent, except in cases of emergency, and are not to be taken immediately before or after a holiday, except in cases of emergency. Proof of emergency is to be furnished to the Superintendent upon request.

Unused personal days at the end of each year shall be dealt with as follows. One half of the remaining days shall be designated as vacation days which must be used by the end of the school year following the year they were not used as personal days. The remaining one half of the days not used as personal days shall be added to the employee's sick leave accumulation.

Additionally, there shall be one (1) floating personal day which may be used over the life of the Contract. This day, if not used, shall be paid to the employee as part of pay in the first quarter of the year following the end of the Contract.

2. Emergency Leave

In addition to personal leave, employees shall be eligible for one day of emergency leave per year. This is provided for matters of an emergency nature which arise without notice and which cannot be taken care of outside of work hours. Employees may be required to describe with specificity the reasons for the emergency leave request, and to submit verification. Requests shall be subject to the approval of the Superintendent.

3. Maternity Leave

The Board of Education will grant a leave of absence for maternity to any regularly employed staff member in the school system who presents such a request for leave in writing to the Superintendent of Schools, including anticipated date of return. All determinations regarding maternity leave requests shall be in conformance with board policy and State Statute.

4. Childcare

The Board of Education may grant a leave of absence without pay for childcare purposes to any regularly employed staff member in the school system who presents such a request for leave in writing to the Superintendent. Such leaves shall commence upon the end of the maternity disability leave in the case of the mother or upon the birth of the child in the case of the father and will be filed thirty (30) days prior to the requested commencement date. In the case of an adoption the leave shall commence upon custody of the child or sooner if required by the adoption agency, and the staff member shall file the request as soon as the staff member is approved by the adoption agency. Childcare leave shall terminate for tenured staff on June 30, on January 1, or on the first day of school upon reopening after Spring break in either the first or second school year following the commencement of the leave. Childcare leave for nontenured staff shall terminate on September 1 following commencement of the leave.

5. Family Care Leave

Leave without pay for one (1) full school year or for the remainder of the year in which requested for purposes of caring for a sick member of the immediate family may be granted upon request. No work for compensation or other personal benefit may be engaged in by the employee during leave under this paragraph. Should the reason for the emergency leave end because of the death, recovery, or improvement in the health of the family member necessitating the leave, the employee shall be permitted to work for compensation if his/her request to terminate the leave is rejected.

If the family member to be cared for is not sick then such leave shall commence only on September 1, January 1, or upon the first day of school upon reopening after Spring break.

6. Leave of Absence Due to Ill Health, Injury or Other Grave Emergency

An employee may be granted a leave of absence for a maximum of one (1) school year on account of personal illness, accident, or other grave emergency. Written application for such leave shall be made by the employee to the Superintendent of Schools, who shall make such investigation as may be deemed necessary to determine if the granting of such leave is in the best interest of the employee, the students, and the school district. The Superintendent shall make his recommendation to the Board of Education. Leave of absence granted under this section shall be without compensation.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information:

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information.

B. Released Time for Meetings:

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievances, proceedings, grievance conferences or grievance meetings, he/she shall suffer no loss of pay and/or benefits.

C. Use of School Building:

Representatives of the Association shall be permitted to transact official Association business in school buildings at all reasonable times after school hours provided that this will not interrupt normal school operations with proper notice to the Superintendent. School office equipment shall not be used for negotiations purposes by the Association.

D. Exclusive Rights:

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the administrators, as defined in the unit, and to no other organization.

ARTICLE VII

SICK LEAVE

All administrators on a twelve (12) month contract shall be entitled to twelve (12) sick days per year; those on a ten (10) month contract shall be entitled to ten (10) sick leave days.

ARTICLE VIII

VACATION

1. Time Allotted:

Annual vacations for Association 12 month members may be taken within the contract year at the discretion of the individual member with prior approval of the Board.

The vacation schedule is as follows:

From 6 months to Year 10	20 working days
From Year 11 to Year 15	22 working days
Over 16 years	25 working days

An administrator may roll-over up to five (5) unused vacation days into his/her accumulated sick leave bank at the end of an academic year [June 30th] provided that such roll-over, when combined with any converted, unused personal days, does not increase the employee's accumulated sick leave bank by more than fifteen (15) days. The Superintendent's approval, in writing, is required for the days to be rolled-over.

Unused personal days shall convert first to the sick leave bank. Any unused vacation days [up to five (5)] that, if converted to sick leave, would exceed the fifteen (15) day limit on sick leave accumulation shall be held in a supplemental sick leave account for the administrator's use should he/she exhaust all sick leave available in his/her primary sick leave accumulation.

Should the days in the supplemental account not be used for the purpose of sick leave pursuant to the foregoing paragraph, said days shall be added to the employee's sick leave for purposes of payment for unused sick leave pursuant to Article VIII:3.

2. School Calendar

The Board agrees that the number of holidays granted the Association during the school year shall not change without prior negotiations with the Association, as per 12 month employee calendar:

Independence Day
Labor Day
Columbus Day
Veterans' Day
N.J.E.A. Convention (2)
Thanksgiving Day
Friday after Thanksgiving
Winter Vacation
New Year's Day
M. L. King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Spring Break
Memorial Day

During the Spring Break, administrators shall be off from work unless the Superintendent requires individuals or the entire administrative staff to report for training or to deal with emergent issues.

3. Separation from Service

- a. A member who dies before his/her contract year is completed shall have payment for his/her vacation days and unused sick days according to Article VIII, Section 3B given to his/her estate.

The divisor for the calculation of the per diem rate for an administrator shall be 240. This divisor is for the calculation of the per diem rate only and is not necessarily representative of the actual work year.

- b. A member who retires during the contract year shall receive half cash payment for his/her accumulated sick days, not to exceed 130 sick days, and full payment of vacation days to which he/she is entitled.

However, employees who become members of the bargaining unit after July 1, 1996 shall in no event receive more than \$24,000 total for payments under this section. Further, the payment of these monies shall be made in two equal amounts in the year the employee retires and the year following which the employee retires.

Employees who became members of the bargaining unit before July 1, 1996 shall in no event receive more than \$42,000 total for payments under this section. Further, the payment of these monies shall be made in two equal amounts in the year the employee retires and the year following which the employee retires.

4. Administrative Separation Package

- A. During 2005-2006 and 2006-2007 of the contract, any eligible member of the K.A.A. who retires or resigns from the district will receive \$1,000 for each year of service to the District up to a maximum of thirty (30) years.
- B. To be eligible, an administrator must have completed a minimum of five (5) years of service to the Keansburg School District as an administrator, or twenty (20) years of combined service as a district teacher, supervisor, and/or administrator.
- C. Payment of separation pay will be made in three (3) equal installments. Payout will begin on either July 15th after separation or on January 1st of the following year, whichever the employee chooses. At the employee's request, the Board of Education may make contributions to an individual's Tax Sheltered Annuity Account in lieu of direct payments to the employee.
- D. Payment will be made to the employee's estate should he/she die after having separation accepted by the Board and before all payments are completed pursuant to the schedule chosen in 3. above.
- E. Employees must retire or resign effective January 1st or July 1st of the window period, and must give notice of separation to the Superintendent no later than ten (10) months preceding the effective date of retirement.
- F. An exception to the notice provision of this separation package may be requested upon proof of need by the Superintendent. Such approval or denial shall be without precedent and not subject to the grievance procedure of the K.A.A. agreement.
- G. Those positions deemed by the Board of Education to represent an area of critical need to the Keansburg School District shall be permitted, should the individual who holds the position choose to do so, to give notice of their intent to retire during the second year of the agreement, but shall be permitted to actually retire at the end of the third

year of the agreement.

The determination of an area of critical need is solely at the discretion of the Board of Education and cannot be challenged under the grievance procedure contained in the collective bargaining agreement.

NOTE: the separation package is in addition to the payment for unused sick leave provision of the contract in Article VIII:3.

ARTICLE IX

INSURANCE PROTECTION

- A. The Board of Education shall provide health, dental and vision insurance that is equal to or better than the current coverage.

The plan will include Preadmission Certification Continued Stay Review and Mandatory Second Surgical Opinion. The deductibles shall be \$200/400.

Employees hired or who become members of the bargaining unit after July 1, 1996, shall be provided with employee only health insurance at no cost to them for the first three years of their employment. They may purchase family coverage through payroll deductions if they so choose, in accordance with the rules of the carrier. They shall be eligible for family coverage at Board expense effective in the first full month following the end of their first three years (thirty-six months) of employment. The Association agrees this paragraph will be waived in individual circumstances if the Board so decides without the necessity for further negotiations.

Employees hired or who became members of the bargaining unit after July 1, 1996 shall be eligible for Board payment of insurance premiums for single or family coverage as defined in the preceding paragraph, for the designated paid provider plan offered by the insurance company. Such employees who choose to enroll in any plan costing more than the designated paid provider plan shall pay the additional cost through payroll deductions. The Association agrees this paragraph will be waived in individual circumstances if the Board so decides without the necessity for further negotiations.

Employees with less than 20 hours of work per week receive no health insurance. Present employees grandfathered.

- B. The Board will provide employee and dependents dental insurance, except for employees hired or who enter the bargaining unit after July 1, 1996. They will be provided with employee only coverage. They may purchase family coverage through payroll deductions if they so choose, in accordance with the rules of the carrier. They shall be eligible for family coverage at Board expense effective in the first full month following the end of their first three years (thirty-six months) of employment. The Association agrees this paragraph will be waived in individual circumstances if the Board so decides without the necessity for further negotiations.

100% Preventative/Diagnostic
100% Treatment/Therapy
100% Periodontics/Oral Surgery
75% Prosthodontics
100% Inlays/Crowns
75% Orthodontics \$2,000 max (5 years) per person

Annual maximum payment of \$2,500 per person.

- C. The Board will continue to provide Vision Care Benefits to employees only.
- D. Employees may enroll in an H.M.O. program and shall bear the cost that exceeds the cost of the coverage provided in Section A of this article.
- E. The Board will pay an employee fifty percent (50%) of the unspent premiums when an employee switches from Family or Husband and Wife coverage under paragraph b above to either single or no coverage. If any other combination change effects a monetary premium savings, such savings will also be split 50% - 50% between the Board and the employee. This program shall apply only when the employee is eligible for the more costly coverage and voluntarily waives such coverage, and shall not apply to employees whose marital or family situations have changed such that they become ineligible for the broader coverage. Employees may retract their waiver and re-enter or broaden their insurance coverage only at period of re-entry permitted by the insurance carrier. Payments under this program shall be made at the end of the school year.

ARTICLE X

ADMINISTRATIVE WORKDAY

When students are in attendance, the normal workday for administrators shall be eight (8) hours unless the demands and responsibilities of the administrator's position require additional uncompensated hours.

When students are not in attendance, the administrators' workday shall be six (6) hours.

On all one-session days, administrators shall remain one (1) hour after the teachers' workday concludes.

All administrators shall be on summer hours commencing on the first day after the last student day in June and concluding on the day prior to the first student day in September. Summer hours shall be from 9:00 a.m. to 3:00 p.m. daily, Monday through Friday.

The District practice of flex-time in the summer shall continue, with the following exception. Based upon documented emergent needs in an office, a building, or the District, flex-time may be suspended by the Superintendent. Such suspension shall not be grievable under the terms of this agreement.

When students are not in attendance during the school year, the Superintendent shall determine the physical presence of the administration in their normal place of work.

ARTICLE XI

MISCELLANEOUS

At the discretion of the Superintendent, administrators shall be granted professional days of absence without loss of pay.

Administrators shall attend one (1) national and one (1) state convention which is related to their job description and position in the district. Attendance at same shall not exceed five (5) days and three (3) days respectively, and the reasonable expenses incurred for travel, food and lodging shall be paid by the Board upon submission of a voucher documenting said expenses, with a maximum of \$2,040 (combined) for national and/or state conventions. Expenses for overnight hotel stays for state conventions require approval of the Superintendent.

Any administrative vacancy existing in the Keansburg School System will be posted in all schools.

The Board agrees to pay the annual dues, up to \$1,500.00, for administrators and supervisors who join professional organizations appropriate to their position. It is understood that all association members will join the NJPSA as a state association.

ARTICLE XII

OTHER BENEFITS - RETIREMENT

At retirement, each administrator will have the right to buy into the district's group health plan or the New Jersey State Health Benefits Program.

ARTICLE XIII

TUITION REIMBURSEMENT

The Board will reimburse administrators and supervisors for the cost of tuition for one graduate level course per year. The course must be in the administrator's area of assignment and the Superintendent must give prior written approval of the course as relevant to the administrator's position in the district. The Board will pay up to the per credit cost of graduate courses at Rutgers University School of Education.

To receive payment, the administrator must submit a transcript showing that he/she has successfully completed the course with a grade of "B" or better, and a receipt showing the actual cost.

A passing grade is acceptable for a course that is only offered on a "pass/fail" basis, but if the course can be taken with a range of letter grades, it must be taken that way.

ARTICLE XIV

SALARY GUIDE

Effective at the beginning of each of the years governed by this contract, each administrator's annual salary shall be as follows:

NAME	2005-2006	2006-2007	2007-2008
Billings, David	\$87,465	\$91,688	\$95,576
Buck, Sheila	\$80,392	\$83,974	\$87,707
Cisar, Michelle	\$93,934	\$97,786	\$101,796
DiVincenzo, Gerard	\$109,645	\$113,812	\$118,142
Dunn, Robert	\$83,706	\$87,854	\$91,664
Eremita, Nicholas	\$95,774	\$99,663	\$103,711
Feyereisen, Elaine	\$90,920	\$94,712	\$98,660
Gagliardi, Ann	\$96,720	\$100,628	\$104,695
Gagliardi, Celeste	\$92,774	\$96,603	\$100,589
Goerl, Amy	\$96,214	\$100,112	\$104,168
Kupczak, Olga	\$133,468	\$138,112	\$142,928
Normile, Thomas	\$103,043	\$107,078	\$111,273
Quirk, Paul	\$122,305	\$126,725	\$131,313
Rapp, Cathleen	\$94,518	\$98,382	\$102,404
Seidel, Robert	\$128,201	\$132,739	\$137,447
Savoia, Lisa	\$76,000	\$79,494	\$83,137
Stark, Thomas	\$90,391	\$94,173	\$98,110
Trzeszkowski, Henry	\$100,898	\$104,889	\$109,041

**Mrs. Laura Pongrac will return from leave in the Spring of 2006 and her salary will be approved at that time.

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2005 and shall continue in full force and effect until June 30, 2008.

KEANSBURG ADMINISTRATORS ASSOC. KEANSBURG BOARD OF EDUCATION

BY: _____

BY: _____

BY: _____

BY: _____