

4-1098

15-12

Dupl.

[REDACTED] AGREEMENT
JACKSON TOWNSHIP BOARD OF EDUCATION

AND
JACKSON TOWNSHIP ADMINISTRATORS ASSOCIATION

July 1, 1981 - June 30, 1984

LIBRARY
Institute of Management and
Labor Relations

1981
RUTGERS UNIVERSITY

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 the following groups within the school district:

Director of Personnel

Director of Curriculum

Director of Pupil Personnel Services

Director of Community Services

Principals

Coordinator of Funded Programs

Curriculum Coordinator

Assistant/Vice Principals

Supervisors

Guidance Counselor/Coor (Supervisor)
(Title to be
changed)

b) Definition

Unless otherwise indicated, the term "administrator", when used hereinafter in this agreement, shall refer to all employees represented by the JTAA as defined in the recognition clause.

2. Negotiation of Successor Agreement

a) Procedure

The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1974 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 adopted officially 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 this agreement, this agreement, for its duration, shall be controlling.

4. Just Cause

The Board and the JTAA agree that no administrator shall be disciplined, reduced in rank or salary, or discharged 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.

6. Administrative Calendar

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

Administrators will be on duty effective August 15th of each contractual year through June 30th. During the school year, from September 1st until school closing, administrators will follow the Board adopted calendar.

7. Vacation Schedule

- a) The Board agrees that K-8 principals, assistant principals, coordinators, and supervisors, shall be entitled to thirty (30) working days of paid vacation time.
- b) The Board agrees that directors, and the high school principal (9-12) shall be entitled to twenty (20) working days of paid vacation.
- c) The Board agrees that directors would be permitted to take up to ten (10) consecutive working days of paid vacation time while school is in session, with the approval of the Superintendent of Schools.
- d) The Board agrees that directors may carry over five (5) vacation days for use in the next contractual school year.

- e) The parties agree that total pro-rated cash payment for accumulated earned vacation time shall be paid to any administrator who resigns or retires prior to the completion of the contract year, that is accumulated during that particular year, as long as proper notice has been given to the Superintendent of Schools.
(Sixty (60) days)

8. Fringe Benefits

- a) The Board shall make available 100% of the coverage plans, up to and including full family coverage for New Jersey Blue Cross/Blue Shield/Rider J/Prevailing Fee Plan (U.C.R.)/ and Major Medical Insurance. Yearly and lifetime maximum benefits shall be increased to \$100,000 yearly and unlimited lifetime benefits.
- b) The Board will pay the cost of the enrolled plans, up to and including full family coverage for New Jersey Dental Service Plan, Inc.
- c) The Board agrees to pay 100% full coverage of enrolled plan, Superintendent's plan for Washington National Health and Accident Insurance.
- d) The Board will pay the premium cost for prescription insurance up to and including full family coverage (Fifty (\$.50) cent co-pay with contraceptives.)
- e) The Board agrees that administrators shall be provided twelve (12) sick days per contract year, to be cumulative without limit.

- f) The Board agrees that total cash payment for accumulated sick days shall be paid upon retirement as follows:
- Dividing the number of accumulated sick days by four (4) and multiplying the quotient by the retiring employee's daily rate of pay.
- g) The Board shall pay the full cost of one state and one national administrators' organization membership dues.
- h) Costs for participation in seminars, workshops, convocations, conferences, and conventions, as may be incurred by administrators, with Superintendent and/or Board approval, shall be borne by the Board in an amount not to exceed \$400.00 per member. (Limit one per year)
- i) Reimbursement for the tuition of in-service graduate courses taken and approved in advance by the Superintendent shall be paid by the Board up to a maximum of \$300.00 per school year.
- All costs for matriculation, registration, college fees, books, materials and travel shall be borne by the administrator with no reimbursement from the Board.

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

Any activities that administrators are required to attend that are job related that have prior approval of the Superintendent or his designee will be reimbursed by the Board.

12. Promotional Advancement

- a) Administrators promoted within existing administrative positions will be contracted according to adopted guides.
- b) Assignments of temporary nature to a position of higher responsibility under the title of "Acting" shall receive a stipend, 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.

13. Leaves of Absence

a) Death

Employees 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, and 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 an employee's relative outside the employee's household

b) Personal Leave Days

All full time employees are permitted three (3) days absence, with pay, per year for personal reasons (non-accumulative). Definition: Personal days will be defined as those days an employee will be absent during the school day, in which personal matters cannot be taken care of other than on school time, (i.e.) house closing, driver's license, etc. All requests for personal days must be submitted to the immediate supervisor for approval five (5) days in advance. Five (5) days prior notification to the immediate supervisor will be waived only in emergency situations by the Superintendent's office. Reasons for emergency absences must be stated. Reasons must be given when applying for a personal day to be taken on a Monday or Friday; on the day before or after a holiday; and after a person has used up his total accumulated sick days. Personal days may be used for religious days.

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 toward 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 first, which application must have been preceded by an application of intent, submitted on or before November first. 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 the leave.

As a condition prerequisite to the granting of a leave the professional shall agree to continue in the service of the Jackson School System for a period of at least two years after the expiration of the sabbatical leave.

If an 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) Administrators have the option of a one-year educational sabbatical at half pay or six months at full pay, if that time is spent advancing his professional status through advanced degree work, as an educational grant earned by the individual involved. This grant will be at an accredited state-side institution.
- c) Salary received will reflect the regular deductions required by law, 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.
- d) During the period of sabbatical leave of absence, personnel may not engage in any remunerative employment.
- e) The period of sabbatical leave shall count as regular service for the purpose of retirement planning.

f) 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.

g) Sabbatical Leaves are Designed For:

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

h) 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, applications for 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.

i) 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 leave of absence for one year 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

1. 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.

16. Term of Contract

It is agreed that this contract shall be in effect from July 1st, 1981, to June 30, 1984.

It is further agreed that, subsequent to June 30, 1981, 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.

17. Retroactivity

All provisions of this agreement shall be retroactive to July 1st, 1981.

18. JTAA Members in Negotiations

JTAA members shall participate in negotiations with the teachers' association but not as spokesman.

19. Grievance Procedure

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.

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) school days of the date of occurrence of the grievance, specifying (a) a 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) school 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) school days after receiving the written grievance, the association shall 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 (2) school 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 administrator wishes review by a third party, he shall so notify the Board, in writing, through the Superintendent, within ten (10) school 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) school days after such written notice of submission to arbitration, the parties shall make a joint request to the American Arbitration Association 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.
 - (b) If the parties are unable to determine a mutually acceptable arbitrator from the roster submitted within ten (10) school days of the receipt of said roster, the A.A.A. may then be requested by either party to designate an arbitrator. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
 - (c) 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.

- (d) 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.

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.

Personnel Record

An 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.

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.

1st YEAR 1981-1982

<u>Directors & HS Prin.</u>	<u>Elem. Principals & Coordinators</u>	<u>Assistant Principals</u>	<u>Supervisors</u>
\$38,000	\$34,000	\$31,000	\$30,000
37,000	33,000	30,000	29,000
36,000	32,000	29,000	28,000
35,000	31,000	28,000	27,000
34,000	30,000	27,000	26,000

2nd YEAR 1982-1983

41,000	37,000	34,000	33,000
40,000	36,000	33,000	32,000
39,000	35,000	32,000	31,000
38,000	34,000	31,000	30,000
37,000	33,000	30,000	29,000

3rd YEAR 1983-1984

44,000	40,000	37,000	36,000
43,000	39,000	36,000	35,000
42,000	38,000	35,000	34,000
41,000	37,000	34,000	33,000
40,000	36,000	33,000	32,000

NOTE:

The Board and Association agree that a minimum increase of 5% will be applied for all Jackson Township Administrator Association members for years one and two, with everyone on guide in year three.