

**AGREEMENT
BETWEEN
LACEY TOWNSHIP
BOARD OF EDUCATION**

AND

**LACEY TOWNSHIP
ADMINISTRATORS AND
SUPERVISORS ASSOCIATION**

JULY 1, 2017 TO JUNE 30, 2020

ARTICLE I. MEMBERSHIP

A. Unit Membership—Recognition Clause

In Accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Lacey Township Administrators and Supervisors Association, hereinafter known as “The Association,” as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all certified and non-certified personnel, whether under contract, on leave, on a per diem basis, employed, or to be employed by the Lacey Township Board of Education, hereinafter known as “the Board,” including only: (All supervisory titles, such as Principals, Assistant Principals, Coordinators, Directors, Supervisors, Department Chairpersons and any new supervisory title which shall be established by the Board).

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 of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisor personnel. Negotiations shall begin no later than 120 days (no later than December 15th) prior to the final notification of the budget by the local Board of Education. Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time.

B. Negotiating Team Authority

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.

1. The parties’ representatives have authority only to reach a tentative agreement and that the full Board and Association membership reserve the right to ratify or reject any tentative agreement.

C. Maintaining Current Benefits

Except as this Agreement shall hereinafter otherwise provide all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee’s benefits existing prior to its effective date.

During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both if the parties at the times they negotiated or executed this Agreement.

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.

This Agreement shall be effective as of July 1, 2017 and shall continue in effect until June 30, 2020 subject to the Association's right to negotiate over a successor agreement, as provided therein.

ARTICLE III. GRIEVANCE PROCEDURE

A. Definition

The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decisions, board policy or state statute affecting a member or a group of members.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

- 1. Filing a grievance** - A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within [fifteen (15)] school days of the happening of the event.
- 2. Failure to communicate a decision** - Failure at any step to communicate the decision of a grievance within the specified time limitation shall constitute acceptance of a grievance as sustained. Failure to appeal an answer which is unsatisfactory within the specified time limitations shall be deemed to constitute an acceptance of such response as disposition.
- 3. Informal attempt to resolve a complaint** - An individual who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the Superintendent and, in such event, if the problem is not resolved to the satisfaction of the Association within [seven (7)] school days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

4. **Level One: Immediate Superior** - If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within [seven (7)] school days, he shall set forth his grievance in writing to the immediate superior, specifying:
 - a) the nature of the grievance;
 - b) the nature and extent of the injury, loss or inconvenience;
 - c) the result of the previous discussion;
 - d) his dissatisfaction with decisions previously rendered.

The immediate superior shall communicate his decision to the grievant in writing within [seven (7)] calendar days of receipt of the written grievance.

5. **Level Two: Superintendent of Schools**

The grievant, no later than [seven (7)] school days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate supervisor and his dissatisfaction with the decisions previously rendered, as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed [fifteen (15)] school days. The Superintendent shall communicate his decision in writing to the grievant and the immediate supervisor.

6. **Level Three: Board of Education**

If the grievance is not resolved to the grievant's satisfaction, he, no later than [seven (7)] school days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a Committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within [twenty-five (25)] school days of receipt of the grievance by the Board.

7. **Right to Representation**

Rights of employees to representation shall be as follows: Any grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his option, by (a) representative(s) and/or any attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the association shall be notified, at the time of submission of the grievance to the Superintendent, or at any later level, that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

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

8. **Separate Grievance File** - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
9. **Meetings and Hearing** - No meeting or hearing conducted under this procedures shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

D. Costs

The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally. Any other costs shall be borne by the party incurring them.

Where, however, the grievant elects to proceed without the Association's concurrence, the costs shall not be borne or shared by the Association.

Time lost by any grievant and/or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

ARTICLE IV. SUPERVISORY EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States: that it shall not discriminate against any supervisory employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association; his participation in any activities of the Association; collective negotiation with the Board; or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and the limitation as set forth herein.

D. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter that may adversely affect the status of his employment, he shall be given 48 hours prior notice (which will be in written form) of the reasons for such meeting or interview and shall have (a) representative(s) of the Association and/or attorney present to advise him/her and represent him/her during such meeting or interview. Any suspension shall be in accordance with provisions of 18A:25-6 and shall be with pay in compliance with 18A:6-8.3 until formal determination by the appropriate authority.

The Association shall have the rights to be present to protect the interests, not only of the individual involved, but also of the organization as the bargaining representatives exclusively recognized.

E. Criticism of Supervisory Employees

Any criticism by a supervisor or Board member of an employee shall be made in confidence and not in the presence of teachers, parents, students or at a public gathering.

Any complaints regarding an employee made to a supervisor or Board member must be made in writing. The employee shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association or legal counsel at any meeting or conferences regarding such complaint.

ARTICLE V. ASSOCIATION RIGHTS & PRIVILEGES

A. Information

The Board agrees to furnish to the Association in response to requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements, all allocations, agendas and minutes of all Board meetings, census data, names and addresses of all employees and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint.

B. Released Time for Meetings

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

C. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including computer hardware, peripherals, software, duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. Use of school equipment to be used without charge and within reason.

E. 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 supervisory employee, as defined in the unit, and to no other organization.

ARTICLE VI. ASSOCIATION - ADMINISTRATION LIAISON

A. Organization

Recognizing that any agreement entered into by the professional staff, the Board of Education and the supervisory personnel of schools will be effective in providing for better educational opportunities for children only if properly implemented by way of effective and continuing communication on subjects related to current school practices and problems; therefore, the Liaison Committee shall be determined by the Association.

B. Meetings with the Superintendent/Board of Education

Meetings shall be held at the request of either party within {seven (7)} calendar days after request, but not more than once a quarter, unless by mutual consent of both parties. Meetings to be held with the Superintendent/Board of Education will be scheduled at a mutually agreed upon date and time.

The President of the Association and/or his representative(s) shall meet with the Superintendent/Board of Education and/or his designated representative(s) at the request of either party within {seven (7)} calendar days of said request, but these meetings shall not exceed {one (1)} per quarter unless by mutual consent. These meetings shall be of a reasonable length to discuss the areas of concern.

ARTICLE VII. EVALUATION

A. Right to Full Knowledge

The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his supervisor respecting the effectiveness of his performance and that, further, he is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his performance.

B. Frequency of Review

Therefore, the Superintendent shall establish supervisory procedures that will guarantee a minimum of {three (3)} written evaluations per year for each non-tenured employee. The first written evaluation shall be not later than December 1st. The second written evaluation shall be no later than February 1st, and the third no later than June 1st. The process shall be in accordance with provisions of N.J.A.S. 6:3-4.6 and 18A:27-3.1.

C. Evaluation Procedures

1. **Copies of reports** - Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him/her. Written evaluation may become part of an employee's personnel file without the employee's signature. Further, each employee shall receive a copy of each written evaluation and be advised that will be placed in official personnel file.
2. **Right of employee to respond** - A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with N.J.S.A. 18A:25-5. At such time, the employee is entitled to have his response to the evaluation heard and appended to the evaluation report.
3. **Notice of contract renewal** - Each non-tenured supervisory employee shall receive written notice, prior to April 30th of each year, whether or not the Superintendent intends to recommend a renewal of contract for ensuing year.

ARTICLE VIII - SABBATICAL LEAVE

A. Number

Two (2) employees per year will be granted sabbatical leave under the following conditions.

B. Procedure

1. Applicants must have held a certificated position seven (7) continuous years in the Lacey Township School District in order to qualify for a sabbatical leave.
2. Pay: An employee on sabbatical leave either for 1/2 of a school year or for a full school year) shall be paid by the Board at fifty percent (50%) of the salary rate which he would have received if he had remained on active duty, if said leave is for study or value to the school district.
3. Return: Upon return from sabbatical leave, the employee shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence, and he shall be credited with all other benefits for which he would have been entitled during the period of his leave and continuing thereafter upon his return. The employee upon return, shall be obligated for two additional school years of service. Willful failure to render two additional school

years of service to the District shall constitute cause for forfeiture of salary paid during sabbatical leave, and the Board shall be entitled to a return of said monies and shall have the right to bring action for such return in any court of competent jurisdiction.

4. Application must be made on or before January 15th of the year being requested, and applicants must be notified by March 15th.

ARTICLE IX - LEAVES OF ABSENCE

A. Sick Leave

1. **Accumulative** - All full time employees shall be entitled to ten (10) for ten month employees, twelve (12) for twelve month employees' days' sick leave per year. Unused days of sick leave shall be accumulated from year to year with no maximum limit.
2. **Transfer of sick leave** - Certified employees shall be allowed to transfer fifty percent (50%) of accumulated days into the Lacey Township School system their accumulative sick leave in a public school system.
3. **Half Sick Day**- Employees shall be entitled to half sick days. Half sick days shall begin and end with the employee's work day.
4. **Leave in Lieu of Sick Leave**—The Board of Education may grant leave in Lieu of sick leave to an employee who contracts scarlet fever, whooping cough, measles, chicken pox, and mumps, as a result of direct contact with infected students and has established medical probability of such cause to the satisfaction of the Board of Education.
5. **Extended illness** - Where, in a protracted illness, an employee shall have exhausted his accumulated days of sick leave, he may continue to receive full pay as determined by the Board of Education.

B. Terminal leave compensation

Any administrator who notifies the Board in writing on or before January 30th of any school year, of their intention to retire on or before the end of that school year, and who actually files a retirement paper with the N.J. State Retirement System, shall be entitled to receive a Terminal Leave Compensation computed at the salary rate of one day's pay per each unused accumulated sick leave to a maximum of one hundred and sixty (160) days. Twelve month employees shall be paid at 1/240 of their annual salary and 10 month employees shall be paid at 1/200 of their annual salary. In this case, the first annual payment shall be made between July 1st and June 30th of the budget year immediately following retirement. An administrator who fails to provide written notice and who fails to file the retirement paper by January 30th of the school year shall not receive the first annual payment until between July 1st and June 30th of the second budget year after notification of retirement.

Pursuant to N.J.S.A. 18A:30-3.6, any administrator hired after July 1, 2012, who notifies the Board in writing on or before January 30th of any school year, of their intention to retire on or before the end of that school year, and who actually files a retirement paper with the N.J. State Retirement System, shall be entitled to receive a Terminal Leave Compensation computed at the salary rate of earned during the final year of employment “at a rate of” one day’s pay per each per each unused accumulated sick leave to a maximum of \$15,000. In this case, the first annual payment shall be made between July 1st and June 30th of the budget year immediately following retirement. An administrator who fails to provide written notice and who fails to file the retirement paper by January 30th of the school year shall not receive the first annual payment until between July 1st and June 30th of the second budget year after notification of retirement.

Effective July 1, 2015, new administrators hired with an effective date of hire on or after July 1, 2015, who notifies the Board in writing on or before January 30th of any school year, of their intention to retire on or before the end of that school year, and who actually files a retirement paper with the N.J. State Retirement System, shall be entitled to receive a terminal leave compensation computed at the salary rate earned during the final year of employment with 12 month employees calculated at 1/260th of their annual salary and 10 month employees calculated at 1/220th of their annual salary. The \$15,000 maximum under N.J.S.A. 18A:30-3.6 applies.

6. In the event a member who is eligible to retire fails to provide timely notification of retirement as outlined above, but retires due to an unforeseen personal emergent situation (e.g., personal illness, family hardship, etc.), that member may petition the Board of Education for earlier payment of terminal leave – providing the district budget is able to sustain that unanticipated payment.

C. Temporary Leaves of Absence

All full time supervisory employees shall be entitled to the following leaves of absence with pay during the school year.

- D. **Death in family** - In the event of a death in the immediate family, an allowance of up to five (5) days leave shall be granted “per occurrence”. “Immediate family” shall be grandparent of employee or spouse, husband, wife, domestic partner, child, grandchild, stepchild, father, mother, brother, sister, aunt, uncle, niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law or any member of the employee’s immediate household. This leave may be extended by use of personal leave provided for in Section B.2. of this Article.

1. **Personal** - Absence of three (3) days per year may be granted to an employee without reduction in pay for personal business. The number of unused days in a year shall accumulate for the purpose of sick leave from year to year.
2. **Jury duty** - In case of required jury duty, an employee shall be allowed time off for jury service. He shall be paid the difference between his regular pay and jury pay. (N.J.S.A. 2B:20-16).

3. **Legal** - In case of required appearance in a court of law involving the employee, he shall be granted time off without reduction in pay for such appearance.
4. **Temporary military** - Leave necessary to service on temporary active military service shall be granted as per statute with no reduction in pay.
5. **Good cause** - Other temporary leaves of absence may be granted by the Board for good reason.

E. Untimely Death

In the event that an untimely death occurs for a current employee the Board agrees to pay the deceased employee's estate the balance of any terminal leave compensation that has been accumulated up to the time of death. The payment schedule shall be that of the current terminal leave compensation disbursements.

F. Extended Leaves of Absence

1. Child Bearing

- a) Any employee shall, upon request, be granted a leave of absence without pay for child rearing or adoption of a preschool infant child for a period of not more than two (2) years. An employee may not return except at the beginning of the school year or at the beginning of the third marking period. The mandatory provisions of this Article do not apply to first year employees.
- b) In the absence of such a leave, any pregnant employee shall be entitled to continue working as long as she is physically able to do so, to be absent without pay as may be required by her for maternity purposes, and to return to her duties when physically able to do so.
- c) No employee on child rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the Lacey School District in the area of certification employment.
- d) Any employee adopting a pre-school infant child may receive similar leave which shall commence on his receiving de facto custody of the infant, or earlier, if necessary, to fulfill the requirements of the adoption.
- e) A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family: mother, father, children, spouse, sister, brother, grandparents and any other member or resident of the household. Additional leave may be granted at the discretion of the Board.

f) Other leaves of absence without pay may be granted by the Board for good reason.

g) All leaves or extensions of leaves shall be applied for and granted or denied in writing.

2. **Continuation of Benefits While on Leave** - Employees while on leave without pay shall have the option to continue paying premiums for health/insurance benefits regularly provided by the Board. Premiums are to be paid in advance.

3. **Return from Leave**

a) **Salary** - Upon return from leave granted by the Board, an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

b) **Benefits** - All benefits to which an employee was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced.

G. Separation from Service

A member who resigns or retires during the contract year shall receive cash payment for his total current and banked vacation days at the current per diem rate (1/240th of current salary). Ten month employees shall be paid at 1/200 of their current salary.

ARTICLE X - VACATION

A. Time Allotted

The vacation schedule for new administrators to the District, as granted by the Board will be two (2) weeks after the first year completed, three (3) weeks after two complete fiscal years, four (4) weeks after three complete fiscal years.

Department chairpersons will be granted five (5) vacation days based on the terms of this article.

The vacation schedule is negotiable with the Superintendent if the person is presently working in an administrative position.

All vacation requests will be submitted to the Superintendent for approval.

B. Banking Time

A member may bank a maximum of five (5) days of accrued vacation time per year and may use it at his discretion upon approval of the Superintendent. The maximum amount to be

banked is thirty-five (35) days for 10 month employees and thirty-six (36) days for 12 month employees.

C. Separation from Service

A member who resigns or retires during the contract year shall receive cash payment for his total current and banked vacation days at the current per diem rate (1/240th of current salary). Ten month employees shall be paid at 1/200 of their current salary.

Effective July 1, 2015, new administrators hired with an effective date of hire on or after July 1, 2015, who notifies the Board in writing on or before January 30th of any school year, of their intention to retire on or before the end of that school year, and who actually files a retirement paper with the N.J. State Retirement System, shall be entitled to receive a terminal leave compensation computed at the salary rate earned during the final year of employment with 12 month employees calculated at 1/260th of their annual salary and 10 month employees calculated at 1/220th of their annual salary. The \$15,000 maximum under N.J.S.A. 18A:30-3.6 applies. In this case, the payment shall be made between July 1st and June 30th of the budget year immediately following resignation or retirement. An administrator who fails to provide written notice by January 30th of the school year shall not receive the payment until between July 1st and June 30th of the second budget year after notification of the resignation or retirement.

ARTICLE XI - TRANSFER OF PERSONNEL

A. Involuntary Transfers

When transfer of employees is being considered by the Board, every effort shall be made to provide for a smooth transition and to guarantee that all aspects of a thorough and efficient management procedure shall be safeguarded. Transfers shall therefore follow these procedures.

1. Any employee who is to be transferred to a principalship in a category in which he/she has not served previously, e.g., high school principal to elementary school principal, shall be given a minimum of sixty (60) calendar days' notice. Any employee who might be transferred within his/her designated category shall be given sixty (60) calendar days' notice.
2. He /she shall be given financial support to take any necessary courses to strengthen or improve his background in the area of new assignment.
3. He/she shall be given the opportunity to become oriented to parents, staff and the school plant.
4. He/she shall be provided with all information available in order to acquaint himself/herself with school curriculum.

B. Procedures for Processing Transfer Requests

1. The request for transfer shall be submitted to the Superintendent for endorsement.
2. The Superintendent shall acknowledge receipt of the request and schedule an interview with the transfer candidate as soon as possible.
3. The Superintendent shall inform the transfer candidate of the final decision in writing within sixty (60) calendar days.

ARTICLE XII - PROFESSIONAL DEVELOPMENT

A. Professional Dues

The Board of Education recognizes the value of professional organizations and agrees to pay the dues for employees who join professional organizations at the state and national levels up to 1% of salary.

Each member will be permitted to attend the annual NJPSA Convention which will be considered as professional development and not charged to any accrued leave time.

B. Reimbursement of Tuition, Fees and Books

1. **Reimbursement** - Effective July 1, 2015, for tuition expenses incurred towards achieving a Master's Degree during the first three (3) years of coursework, the Board of Education shall reimburse members of the Association at the rate of 75% of tuition costs during each of the first three (3) years. Thereafter, if the member of the Association has not achieved the Master's degree within three (3) years of starting the Master's Degree program, the Board of Education shall reimburse members of the Association at the rate of 25% of the tuition courses for each year thereafter (year four (4) and on).

Effective July 1, 2015, for tuition expenses incurred towards achieving a Doctorate Degree during the first five (5) years of coursework, the Board of Education shall reimburse members of the Association at the rate of 75% of tuition costs during each of the first five (5) years. Thereafter, if the member of the Association has not achieved the Doctorate degree within five (5) years of starting the Doctorate Degree program, The Board of Education shall reimburse members of the Association at the rate of 25% of the tuition courses for each year thereafter (year six (6) and on).

Effective July 1, 2015 any Association member who receives tuition reimbursement from the Board of Education shall be responsible to work a minimum of two (2) years after such reimbursement relating to the Master's degree and additional year for each year after three (3) years that the Association member receives reimbursement. For a candidate for a Doctorate Degree, the amount of service owed to the district is two (2) years for the first five (5) years of the Doctorate program and an additional year for each year thereafter.

If the Association member fails to work the additional time period the Association member shall be obligated to repay all monies received as tuition reimbursement from the Board of Education. The Board of Education will consider special circumstances that will be recommended by the Superintendent of Schools and voted on by the Board of Education.

2. **Approval for courses** - Courses must be approved by the Superintendent prior to registration.
3. **Time limit for reimbursement** - Reimbursement shall follow within five (5) days of submission of an itemized voucher.
4. **Amount of reimbursement** - Seventy-five percent (75%) of tuition fees shall be paid to administrators after a passing grade is established in all courses taken with no limit.

ARTICLE XIII - INSURANCE PROTECTION

A. Full Health Care Coverage

1. The Board shall pay the full cost less any employee contribution as mandated by P.L. 2011, Chapter 78 for employee elected health coverage through the NJ Public and School Employee Health Program. Association members will maintain the right to individually select coverage from all plans offered by the NJ Public and School Employees Health Care Program.
2. The Board shall provide dental coverage for single, husband/wife, parent/child, and family. Orthodontic coverage is \$2,000.
3. The Board shall provide prescription coverage to eligible employees less any employee contribution as mandated by P.L. 2011, Chapter 78. The co-pays will be as follows:

\$10.00 Brand
\$5.00 Generic
4. For each employee who remains in the employment of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums on behalf of the employee shall be made retroactive or prospectively to assure uninterrupted participation and coverage.
5. All current and future association members who have not already selected NJ Direct 15 as their base health insurance plan will move to NJ Direct 15 or its equivalent as the base health insurance plan effective January 1, 2019; with no future recourse to return to Direct 10 or its equivalent.

ARTICLE XIV - PROTECTION OF EMPLOYEES AND PROPERTY

A. Unsafe and Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

B. Assault

1. **Reimbursement for personal property damage** - The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damages or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his/her duties within the scope of his employment.
2. **Medical** - The Board shall reimburse an employee for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his/her employment.
3. **Worker compensation** - Benefits derived under this or subsequent agreements shall continue beyond the period of any Worker's Compensation until the complete recovery of any employee when absence arises out of or from assault or injury.
4. **Legal Assistance** - The Board shall give full support, including legal and other assistance for any assault upon the employee while acting in the discharge of his duties. This provision will only apply when it has been determined that the employee is not responsible for the incursion of said injury or legal proceedings.

C. Personnel Records

1. **File** - An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have representative(s) of the Association accompany him/her during such review. At least once every year, an employee shall have the rights to indicate those documents and/or other materials in his file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at the appropriate level (generally two).
2. **Derogatory material** - No material derogatory to an employee's conduct, service character or personality or any material which could have an adverse effect on an employee's status shall be placed in his/her personnel file unless the member has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such materials by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement

with the contents thereof. The member shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

3. **No separate file** - Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

D. Termination of Employment

Final evaluation of an employee upon termination of his/her employment shall be concluded prior to any recommendation for severance and no documents and/or other material shall be placed in his/her personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE XV- SALARIES

A. Salaries

Current salaries and future salaries for all current and future administrators, supervisors, and department chairpersons shall reflect the following percentage increases:

The increase in current salaries will be as follows:

Year 1 (2017-2018) 2.9% or \$69,998

Year 2 (2018-2019) 2.9% or \$72,078

Year 3 (2019-2020) 2.95% or \$75,394

The increase in Year 1 of \$69,998 is to be allocated evenly to all 22 members of the unit so that each member receives approximately \$3,182 - rounded so as not to exceed the total of \$69,998.

Increases in Year 2 of \$72,078 and Year 3 of \$75,394 are to be allocated in equal percentages to all Association members - rounded so as not to exceed the total for each year.

B. Longevity:

2 years \$800.00

4 years \$850.00

8 years \$850.00

12 years \$850.00

Effective July 1, 2012, Longevity Step 2 years is eliminated for new administrators.

Effective July 1, 2015, all longevity steps are eliminated for new administrators hired with an effective date of hire on or after July 1, 2015

C. Co-Curricular Activities

Effective July 1, 2018, members of the LTASA will be paid a stipend of \$50.00 per co-curricular event subject to the approval of the Superintendent.

D. Hourly Rate

Members of the LTASA will be paid hourly for stipend positions (outside the contract at a rate of:

2015-2016 = \$74.04

E. Tax Sheltered Annuity

An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities.

F. Employees holding ten (10) month contracts shall have the option of choosing twenty-four (24) equal semi-monthly payments.

G. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

H. Degree Level Increases:

MA +30	MA +45	MA+60	Ed. D
\$800.00	\$400.00	\$400.00	\$1,000.00

I. Vacation Sell Back

Each administrator may sell back two (2) vacation days per year.

ARTICLE XVI—MISCELLANEOUS PROVISIONS

A. Use of Automobile

All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the State rate of reimbursement per mile. The Board shall cover all damages, losses and expenses incurred by a member arising out of the authorized use of his/her automobile in the performance of school duties.

B. Work Year

1. **Ten month employee** - All ten-month employees shall work on those days scheduled as

teacher work days plus an additional ten (10) days to be approved by the Superintendent of Schools. The work year for ten (10) month employees is from September 1st to June 30th, excluding Saturdays and Sundays.

2. Twelve month employees - The school year for twelve-month employees shall be from July 1st to June 30th, excluding Saturdays and Sundays. All twelve-month employees shall work on those days scheduled as teacher work days, plus additional mutually agreed upon days totaling a maximum of 218 days per school year.

C. Printing and Distribution

The School District will, at its own expense, print sufficient copies of this Agreement for present and new employees.

D. Co-Curricular

Department Chairpersons, Supervisors, and Administrators shall not hold any paid or voluntary co-curricular positions while employed in one of these job categories due to the work demands related to these positions. This provision applies to both in and out the District positions.

E. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so, in writing, at the following address:

1. If by the Association, to Board at:

200 Western Boulevard
Lanoka Harbor, NJ 08734

2. If by the Board, to Association at:

220 Western Boulevard
Lanoka Harbor, NJ 08734

ARTICLE XVII - LEGALITY OF AGREEMENT

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

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

_____ Association

By _____ President

Date _____

_____ Board of Education

By _____ President

Date _____

ARTICLE XIX - DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 2017 and shall continue in effect until June 30, 2020.