AGREEMENT

BETWEEN

TOWNSHIP OF OCEAN BOARD OF EDUCATION
OAKHURST, MONMOUTH COUNTY, NEW JERSEY

AND

TOWNSHIP OF OCEAN ADMINISTRATORS' ASSOCIATION

TOWNSHIP OF OCEAN SCHOOL DISTRICT

February 16, 2016

2015 – 2018

April 2016

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MEMBERS, OFFICERS AND STAFF

A. BOARD OFFICERS, MEMBERS AND STAFF

1. Board Members and Staff

Joseph Hadden	President
James Dietrich	Vice-President
Steven Clayton	
David Marshall	
Amy McGovern	
Sean Moore	
Denise Parlamas	
Sylvia Sylvia-Cioffi	
James Stefankiewicz	Superintendent of Schools
Kenneth Jannarone	School Business Administrator/ Board Secretary

B. ADMINISTRATORS' ASSOCIATION OFFICERS AND STAFF

1. Administrators' Association Officers

Howard (Rusty) Todd	President
Doreen Ryan	Vice-President
Kelly Weldon	Recording Secretary
Victor Milano	Treasurer

2. Administrators' Negotiating Committee

Howard (Rusty) Todd
Christine Picerno
Doreen Ryan
James Maliff
Victor Milano
Patricia Corridon, NJ PSA Negotiating Representative

ARTICLE I - RECOGNITION CLAUSE

The Township of Ocean Board of Education hereby recognizes the Township of Ocean Administrators' Association as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time Principals, Assistant Principals, Directors and Supervisors.

High School Principal
Assistant Principal - High School
Principal – Intermediate School
Assistant Principal – Inter mediate School
Principal - Elementary
Supervisor of Language Arts K-6, Social Studies K-6, and Library K-8
Supervisor of World Language 1-12, Social Studies 7-12, ELL K-12
Director of School Counseling K-12
Director of Athletics 5-12 & Co-Curricular Activities 5-12
Supervisor of Special Projects
Supervisor of Math & Science K-6, Enrichment K-8
Supervisor of English 6-12, Library 9-12, Fine & Performing Arts 9-12
Supervisor of Science 6-12, Family & Consumer Science 6-12
Supervisor of Mathematics 6-12, Business 6-12
Supervisor of Special Education K-4
Supervisor of Special Education 6-12

ARTICLE II - DURATION OF AGREEMENT

This Agreement shall be binding upon the parties for the school years 2015-2016, 2016-2017 and 2017-2018 and continued in full force and effect until a new agreement has been negotiated and signed.

ARTICLE III - BOARD RIGHTS AND PRIVILEGES

It is hereby mutually stipulated, agreed and understood, by and between the parties hereto that nothing herein contained shall operate or be construed as a waiver of any of the rights, powers, privileges or duties of the Board, by or under the Laws of the State of New Jersey.

ARTICLE IV – WORK YEAR

Members of the Association shall be employed on a twelve (12) month basis. They shall work the teacher calendar during the school year and, if circumstances require, the association recognizes that the Superintendent of Schools may require administrators to work during the winter and spring recess.

VACATION

A. Crediting of Vacation Time

1. Four weeks (20 days) upon appointment to position, vacation days will be prorated if start date is other than July 1st and prorated should separation of employment occur prior to the end of the school year.

B. Utilization of Vacation Time

1. Administrators are strongly urged and encouraged to take their designated vacation during the school year immediately following the year that it was earned; however, vacation may be accrued only as follows:

    a. Up to a maximum of twenty (20) vacation days may be accrued for future use at the discretion of the individual administrator, subject to the Superintendent's approval.
    b. Vacation days accumulated beyond the allowed accrued maximum and not taken in the school year immediately following the year in which they were earned shall be forfeited.
    c. On written authorization from the Board of Education additional vacation days may be accrued.

2. No more than six weeks' vacation may be taken in any one school year without the approval of the Superintendent.

3. Administrators are expected to take vacation when school is not in session. A maximum of eight vacations days may be used during the school year when school is in session with the approval of the Superintendent.

C. Payment of Unused Vacation Leave Time of Separation:

1. If an employee leaves the district and has not used all of his/her credited available vacation days, that employee shall be entitled to payment for the unused days at the per diem rate of 1/240th of the respective employee's pay in effect at the time of departure.

2. Any employee retiring on June 30th will have the option of a lump sum payment of any outstanding vacation days. 50% of the payment may be delayed to the following January 1st as long as all payments will be made as a post-retirement contribution to a 403b tax shelter annuity in accordance with IRS guidelines.

ARTICLE V - SICK LEAVE

A. All members of the association shall receive twelve (12) days of sick leave, cumulative for employees working the twelve (12) month calendar.

B. Employees newly employed after the beginning of any year shall, at the time of employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the work year. Any portion of a month shall be considered as a full month.

C. Unused sick pay: Any employee who retires, as defined by the Teachers Pension and Annuity (TPAF) Fund, will receive $125.00 per unused sick day, up to the first 200 days and $150 per unused sick day for the next 75 days. Maximum payout will be for 275 days. The maximum payout will be $15,000 or the total amount of sick payout accumulated as of January 1, 2013 whichever is greater. Any employee retiring on June 30th will have the option of a lump sum payment of any outstanding sick days. 50% of the payment may be delayed to the following January 1st as long as all payments will be made as a post-retirement contribution to a 403b tax shelter annuity in accordance with IRS guidelines.

D. In the event a new employee changes job category, the value of a sick leave day upon retirement will be set at the rate in effect in that particular category at the time of the change. All employees hired before March 1, 2016 will not be affected by this provision and will be grandfathered in.

ARTICLE VI – TEMPORARY LEAVE OF ABSENCE

A. BEREAVEMENT

Employees shall be allowed bereavement leave according to the following schedules:

5 Days	2 Days
husband	sister-in-law
wife	brother-in-law
children	aunt
father	uncle
mother	first cousin
brothers	niece
sisters	nephew
grandparents	
mother-in-law	
father-in-law	
daughter-in-law	
son-in-law	
any other member of the same household	

The Superintendent may require documentation of bereavement. Bereavement shall only be granted immediately subsequent to the event unless otherwise approved by the Superintendent. No validated reasonable request will be denied as determined by the Superintendent. If the bereavement request is for the 2 day's schedule, a third travel day may be granted if need can be shown. No validated reasonable request will be denied as determined by the Superintendent.

B. PERSONAL LEAVE

1. All members of the association shall receive three (3) days leave per school year, without reduction in pay, for personal reasons.
2. Any employee newly employed between November 1 and the last day in February shall be entitled to two (2) personal days in the first year of employment.
3. Any employee newly employed between March 1 and June 30 shall be entitled to one (1) personal day in the first year of employment.
4. Unused personal days shall convert to sick days at the end of each school year. No personal leave shall be granted immediately prior to or subsequent to a school holiday (except in an emergency situation) or in extenuating circumstances, as approved by the Superintendent of Schools.

ARTICLE VII - HEALTH INSURANCE COVERAGE

All members of the Township of Ocean Administrators' Association employed before July 1, 2001 will be entitled to a Health Benefits Plan paid for by the Board of Education. Association employees hired after July 1, 2001, contribute 10% of their contracted health benefits. Effective July 1, 2008 they will no longer be required to contribute to their prescription and dental coverage.

A. HEALTH INSURANCE

The Board of Education, effective October 1, 2008, shall provide administrators' the School Employees Health Benefits Plan (SEHBP). The 10% medical contribution shall continue in effect in regard to the SEHBP. In the event that the Board of Education decides to switch carriers for health insurance, in the future, the coverage level enjoyed by administration association members on June 10, 2008 will be the coverage that the Board will be required to maintain under the new carrier. The Board reserves the right to change the current carrier for a comparable program from another provider.

The Board of Education shall provide a dental health insurance plan with a 80/20 co-payment plan. The individual per person maximum coverage will increase from $1,200 to $1,350 per annum effective July 1, 2009. Orthodontic and prosthodontic procedures are a 50/50 co-payment plan. The lifetime maximum per individual will increase from $1,000 to $1,150 effective July 1, 2009. The Board reserves the right to change the current carrier for a comparable program from another provider.

The Board of Education shall provide a mandatory generic prescription health insurance coverage plan. The prescription co-pays and deductibles noted in the School Employees Health Benefits Plan (SEHBP) shall be the co-pay and deductibles that the administration association members are obligated to pay under the Board of Education prescription plan. However, in the event that the Board of Education switches from SEHBP to another carrier pursuant to medical coverage the Rx co-pays and deductibles shall revert to the co-pays and deductibles in effect as of June 10, 2008. The Board reserves the right to change the current carrier for a comparable program from another provider.

Only full time employees who work at least twenty hours (20) or more per week are eligible for health insurance.

All full time employees who work at least twenty (20) or more than twenty hours will receive a vision care credit. The vision care credit, administered through the District's section 125 plan administrator, will be increased from $100 per eligible member of the association to $150 per year effective July 1, 2009 and will be available July 1st of each fiscal year.

Declined coverage: employees, who can substantiate alternate health coverage and wish to decline the district's health coverage, shall receive alternate compensation of $2,500.00 per annum. Payment will be made semi-annually on the last pay date in December and June. Payments will be added to the employee's regular paycheck, and will be prorated for personnel electing this option after July 1st of any particular fiscal year. Election will be made thirty (30) days in advance.

A section 125 plan will be made available to all employees.

All members of the Township of Ocean Administrators' Association shall be provided with group long-term disability insurance.

ARTICLE VIII PROFESSIONAL DEVELOPMENT

A. All employees shall be eligible to receive reimbursement of tuition cost under the terms of B. below for courses taken in a college or university on a graduate level pursuant to the following:

1. Application for approval of courses is made in writing to the Superintendent before such course work is undertaken.

2. The courses are undertaken not to produce a minimum credential for any position.

3. The course(s) must relate directly to the employee's present assignment and certification and is (are) deemed to be of potential benefit to the district.

4. Reimbursement for approved courses will be authorized when the employee presents a transcript indicating a minimum performance standard of B or its equivalent.

5. The Superintendent's decision on all such applications shall not be grievable.

6. All coursework must be taken at accredited intuitions as recognized by the U.S. Department of Education.

B. Terms of reimbursement

1. Each member of the Association is entitled to the sum of $3,000 per year for tuition and the sum of $2,000 for convention expenses. The maximum allowed for convention expenses will be $2,000, however; the tuition allotment may be exceeded by the unused convention allotment in total never exceeding $5,000. Upon the approval of the Superintendent, administrators may attend national, state or local conventions. Convention attendance and/or course work shall be subject to prior approval by the Superintendent. Should one member not use his/her annual allocation, he/she can carry the remaining money from the prior year to the succeeding year for approved tuition/convention reimbursement (not to exceed a carrying balance of $5,000). There will be no carry forward past June 30, 2018. Reimbursement for travel and expenses will be in conformance with new travel regulations and OMB circulars

2. An employee will be reimbursed only upon submission of an invoice, a college bill (or copy) and a transcript indicating satisfactory completion of graduate level studies.

3. The cost of courses not completed, or which are scheduled to be completed after resignation from the school system, shall be borne by the individual.

4. Return to Service: If an administrator ceases to remain employed with the district for one calendar year after the completion of the course the administrator would be required to return to the district the tuition reimbursement amount paid by the Board for the past calendar year.

C. Dues and Fees

1. Each member of the Association is entitled to receive reimbursement of $1,500 for dues and fees, included, but not limited to, full payment for membership in the New Jersey Principals and Supervisors Association (NJPSA).

ARTICLE IX - GRIEVANCE PROCEDURE

A. DEFINITION

1. A "Grievance" shall mean a complaint based on a claim believed by an employee(s) in the negotiating unit to have been suffered by him/her as a result of a violation, misrepresentation or inequitable application of any of the provisions of this Agreement.

2. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

   a. Any rule or regulation of the State Department of Education having the force and effect of law.
   b. Any rule or regulation of the 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.
   d. Any matter which according to law is exclusively within the discretion of the Board.
   e. Non-renewals.
   f. Mid-contract terminations.

B. GENERAL

1. A "Grievance" to be considered under this procedure shall be presented by the Grievant or his/her Representative no later than fifteen (15) calendar days following its 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/her grievance personally or through an appropriate representative. The Grievant has a right to have a representative appear with him/her commencing with level two (2) and all subsequent levels of the Grievance Procedure.

3. No reprisals shall be taken by the Board or Administration against any employee because he/she utilizes the Grievance Procedure. The association shall take no reprisals for any employee based upon any decision rendered under the Grievance Procedure.

4. Should a grievance result from action taken by the Superintendent or the Board, a Grievant may present his/her grievance initially at the third step of the Grievance Procedure.

C. PROCEDURE

1. LEVEL ONE:

   Any employee who has a grievance shall discuss it first with the Superintendent in an attempt to resolve the matter informally at that level.

2. LEVEL TWO:

If, as a result of the informal discussion with the Superintendent, the matter is not resolved to the satisfaction of the Grievant within five (5) school days he/she shall set forth his/her complaint in writing to the Superintendent stating:

a. The nature of the grievance.
b. The nature and extent of the loss, injury or inconvenience.
c. The results of previous discussions.
d. His/her dissatisfaction with decisions previously rendered.

Within five (5) school days, after the discussion, following the receipt of the written appeal by the Superintendent, he/she shall have a conference with the Grievant and his/her Representative, if any. The Superintendent within five (5) days thereafter shall attempt to resolve the matter as quickly as possible, and within a period not to exceed ten (10) school days following the day of his/her conference with the Grievant, he /she shall communicate to the Grievant, his/her decision in writing.

3. LEVEL THREE:

If the grievance is not resolved to the Grievant's satisfaction, he/she may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools within five (5) school days following the receipt of his/her decision by the Grievant. The Superintendent shall forward the request along with all related papers, to the Board of Education. The Board, or a duly appointed committee thereof, shall review the grievance and, at its option, shall hold a meeting with the Grievant and his/her representative, if any, within thirty (30) days of receipt of the request. The Board may make a verbatim stenographic record of the hearing, which record may be introduced at Level Four should the grievance proceed to that level. The Board shall render a decision in writing setting forth its reasons to the Grievant within forty-five (45) calendar days of the date of receipt of the written appeal.

4. LEVEL FOUR:

a. If the Grievant is not satisfied with the disposition of his/her grievance at Level Three and his/her grievance deals with a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, the Grievant may request of the Board that his/her grievance be submitted to arbitration not later than fifteen (15) school days after receipt of the decision by the Board.

b. Within ten (10) school days after such request for arbitration, the Board and the Grievant and/or his/her representative shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Public Employees Relation Commission (PERC) to appoint an arbitrator.

c. The arbitrator shall confer with the representatives of the Board and of the Grievant and shall proceed with a hearing and submit a written report in the shortest possible time setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power of authority to make any decision, which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Grievant and shall be

binding on both parties. Said binding arbitration shall only apply in cases where a grievance deals with a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

d. The cost for the services of the arbitrator, including per diem expenses and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

e. If time is lost by any employee due to arbitration proceedings, necessitating the retention of a substitute, the employee shall not suffer loss of pay or be penalized in any way. A maximum number of five (5) employees may participate in an arbitration proceeding without suffering loss of pay, said five (5) employees to include the Association President, Grievance Chairperson (or their representatives) and up to three (3) witnesses for the Grievant, provided said witnesses actively participated in Levels 3 or 4 of the Grievance Procedure.

f. In the event one party to an arbitration cancels a hearing twice with the second cancellation occurring within two weeks of the scheduled hearing date, that party shall be responsible for the total cost of the arbitration hearing including the arbitration fee and any filing costs.

D. MISCELLANEOUS:

1. Failure at any step of this procedure to communicate the decision on a grievance to the Grievant within the specified time limits shall permit the Grievant to move the grievance to the next step of the procedure. Failure by the Grievant at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, or if it is filed after the end of the school year, then the time limit shall be established by counting the week days following the end of the school year as school days.

ARTICLE X - MISCELLANEOUS PROVISIONS

A. Individual Employment Contracts

It is mutually agreed and understood between the parties that each individual member of the Administrators' Association shall sign an employment contract with the Board which contract shall designate:

1. Type of employment
2. Term of employment
3. Rate and method of payment
4. Representation of appropriate certificate
5. Require the faithful and satisfactory performance of duties of the member
6. Termination of employment

The individual employment contracts are incorporated herein by reference and shall be subject to the terms and provisions of the agreement and to the laws of the State of New Jersey.

B. Automobile Liability Insurance

Coverage is up to $1,000,000. on non-ownership vehicles and a memorandum of such coverage shall be made available to association members upon request.

C. Administrative Recognition

The Board agrees to the statement that the administrators are part of management.

D. Recommendation for Vacant Positions

The principals will be involved in the selection process of all employees who will be working under their direct supervision. They shall be entitled to recommend a candidate for all such positions and in the event that the Superintendent recommends a candidate other than the one recommended by the principal, the Superintendent will meet with the principal prior to such recommendation to advise him/her of the reasons for such a recommendation.

E. Business Travel Reimbursement

Travel for school business will be reimbursed at the prevailing "State Rate" as per travel regulations (NJOMB Circulars).

F. Wireless Device Plan

The Board at the Superintendent's discretion may supply basic cell phone service and/or data service and equipment upon request only if the administrator can demonstrate the clear need and use in relation to their district professional duties. The Superintendent's decision on all such requests shall not be grievable.

ARTICLE XI - SALARY GUIDE

A. GUIDES

GUIDE #1 HIGH SCHOOL & INTERMEDIATE SCHOOL PRINCIPALS

Step	2015-2016	2016-2017	2017-2018
1	$126,500	$127,500	$128,500
2	$128,395	$129,220	$130,280
3	$129,658	$131,115	$132,000
4	$130,858	$132,378	$133,895
5	$132,893	$133,578	$135,158
6	$135,463	$135,613	$136,358
7	$138,333	$138,183	$138,393
8	$141,723	$141,053	$140,963
9	$144,873	$144,443	$143,833

All members off guide will receive the following raises:
(2015-2016) $2,895, (2016-2017) $2,720 and (2017-2018) $2,780

GUIDE #2 ELEMENTARY SCHOOL PRINCIPALS

Step	2015-2016	2016-2017	2017-2018
1	$112,000	$113,000	$114,000
2	$113,895	$114,720	$115,780
3	$115,158	$116,615	$117,500
4	$116,358	$117,878	$119,395
5	$118,393	$119,078	$120,658
6	$120,963	$121,113	$121,858
7	$123,833	$123,683	$123,893
8	$126,723	$126,553	$126,463
9	$129,373	$129,443	$129,333

All members off guide will receive the following raises:
(2015-2016) $2,895, (2016-2017) $2,720 and (2017-2018) $2,780

GUIIDE #3 ASSISTANT PRINCIPALS

Step	2015-2016	2016-2017	2017-2018
1	$103,250	$104,250	$105,250
2	$105,145	$105,970	$107,030
3	$106,408	$107,865	$108,750
4	$107,608	$109,128	$110,645
5	$109,643	$110,328	$111,908
6	$112,213	$112,363	$113,108
7	$115,083	$114,933	$115,143
8	$117,973	$117,803	$117,713
9	$120,573	$120,693	$120,583

All members off guide will receive the following raises:
(2015-2016) $2,895, (2016-2017) $2,720 and (2017-2018) $2,780

GUIDE #4 DEPARTMENT SUPERVISORS

Step	2015-2016	2016-2017	2017-2018
1	$ 93,500	$ 94,500	$ 95,500
2	$ 95,395	$ 96,220	$ 97,280
3	$ 96,658	$ 98,115	$ 99,000
4	$ 97,858	$ 99,378	$100,895
5	$ 99,893	$100,578	$102,158
6	$102,213	$102,613	$103,358
7	$104,833	$104,933	$105,393
8	$107,473	$107,553	$107,713
9	$110,273	$110,193	$110,333

All members off guide will receive the following raises:
(2015-2016) $2,895, (2016-2017) $2,720 and (2017-2018) $2,780

B. A stipend of $2,000 is paid for an earned doctorate degree in Education (Ed.D) or Philosophy (Ph.D).

C. Placement on the Salary Guide
New personnel being hired into this group from within the district will be placed onto the appropriate salary guide and step regardless of the step number to earn at least the following raises:

- Teacher to Supervisor $5,000
- Teacher to Asst. Principal $7,500
- Teacher to Principal $7,500
- Supervisor to Asst. Principal $5,000
- Supervisor to Principal $7,500

New personnel being hired into this group from outside the District will be placed onto the appropriate salary guide and step as recommended by the Superintendent of Schools and approved by the Board of Education.

D. Longevity
The Board agrees to one time anniversary payments for 5, 10 and 15 years of service in district as an administrator completed during the life of the contract as of June 30th of each year with a one time anniversary payout of $800, $1,600 and $2,500 respectively.

ARTICLE XII - CERTIFICATION OF AGREEMENT

IN WITNESS WHEREOF, The Association has caused this Agreement to signed by its President and Secretary and the Board has caused this Agreement to be signed by its President and Secretary and has placed hereon its corporate seal:

TOWNSHIP OF OCEAN
ADMINISTRATORS' ASSOCIATION

Executed for the Association:

Howard Todd 6/27/16
Howard Todd, President Date

Kelly E Weldon 6-28-16
Kelly Weldon, Recording Secretary Date

TOWNSHIP OF OCEAN
BOARD OF EDUCATION

Executed for the Board:

Joseph Hadden 6/21/16
Joseph Hadden, President Date

Kenneth Jannarone 6/21/16
Kenneth Jannarone, SBA/ Board Secretary Date