

AGREEMENT

BETWEEN

**MANCHESTER TOWNSHIP
BOARD OF EDUCATION**

AND

THE DIRECTOR OF CURRICULUM

COVERING THE PERIOD

JULY 1, 2022

THROUGH

JUNE 30, 2025

Board: _____

Employee: _____

PREAMBLE

The following document constitutes a contract between the Manchester Township Board of Education and the Director of Curriculum:

ARTICLE I

GRIEVANCE PROCEDURE

The grievance shall be a complaint arising out of interpretation and application or violation of policies, agreements or administrative decisions affecting the terms and conditions of employment of the Director of Curriculum covered by this agreement.

1. The grievant shall submit his/her grievance in writing on the Grievance Form to the Superintendent within fifteen (15) school days of the incident unless extenuating circumstances prohibit meeting this time stipulation.
2. The Superintendent will answer or settle the matter within five (5) school days of receipt of the grievance.
3. If the grievant is not satisfied after Step 1, the grievant may appeal to the Board of Education in writing within ten (10) school days after receipt of the Superintendent's answer.
4. The Board of Education will schedule a meeting with the grievant within thirty (30) school days after receipt of the grievance and render a decision within fifteen (15) days after the hearing.
5. If the grievant is still not satisfied, he/she may take appropriate steps within the confines of law and ask for arbitration.
6. Nothing in the Article shall be construed to deny to the grievant the right of appeal to PERC, the Commissioner or the courts.

ARTICLE II

AMENDMENTS

All or part of this agreement may be amended by mutual consent. All amendments must be in writing and be signed by the employee and the President and Vice-President of the board and appended to this agreement. All amendments must be approved by the Board of Education at an official meeting of the Board.

Board:

Employee:

ARTICLE III

INSURANCE PROTECTION

3:1 Medical:

Effective July 1, 2019, major medical insurance coverage for all members shall be through the New Jersey School Employees' Health Benefits Program (SEHBP). The Board retains the right to change providers, as long as all benefits remain at a level equal to or better than those set forth in the referenced SEHBP plan unless otherwise negotiated and agreed in writing by the parties. The parties shall abide by all SEHBP regulations and requirements regarding eligibility for coverage and opt-out payments.

Effective on January 1, 2021, members whose start date is on or after July 1, 2020 shall be eligible only for enrollment in the SEHBP Educator Health Plan or Garden State Health Plan (when available) which include stand-alone prescription drug coverage and co-pay plans, through December 31, 2027. As of January 1, 2028, such members shall be eligible, through the open enrollment process, to enroll in any other plan then offered by the Board.

3:2 Dental:

The Board will pay full premium, except the percent amount of employee contribution that may be required by statute, up to the Family Plan for dental care under a carrier of their choice.

3:3 Optical:

A vision/eyeglass plan of the Board's choosing shall be implemented; plan shall be the same as provided for other certificated personnel within the District.

There shall be a deductible of \$10.00 for an exam and \$25.00 for glasses or lenses.

3:4 Prescription Plan:

The Board shall provide a prescription plan which shall be the same as provided for other certificated personnel within the District.

All employees on leave without pay shall have the option to remain in all of the medical plans, and shall reimburse the Board at the group rate, three (3) months in advance.

Board:

Employee:

3:5 Contribution to Health Insurance Costs:

Employees shall contribute to their aggregate health insurance premiums. Effective January 1, 2021, employee benefit contributions for members who are required to enroll in, or choose to enroll in, the Educator Health Plan or Garden State Health Plan (when available) shall be on a percentage-of-salary basis, as set forth in section 2 of P.L. 2020, c.44, codified at N.J.S.A. 52:14-17.46.14.

3:6 Insurance Waiver Opt Out:

Employees may choose to opt out of health benefits, receiving 25% of the premium in or \$5,000 whichever is less, cash waiver incentive which will remain fixed for the remainder of the contract, provided they submit proof of insurance through another carrier. Acceptable proof would be a letter from the employer or the insurance carrier verifying insurance coverage. An employee may opt out of all coverage, or elect to opt out of health and prescription only.

All incentive income received is taxable, but not pensionable. Two (2) equal installments shall be paid on December 15th and June 15th of the respective school years.

In the event an employee's replacement insurance coverage is terminated as a result of any life-altering event such as termination of insurance, unemployment, reduction in the number of hours of employment, death, disability of a spouse, divorce, legal separation, activation to full time military status, etc., re-enrollment is permitted at the time of the incident, or during the open enrollment period. Coverage shall commence immediately upon enrollment. During the May open enrollment period, any employee that had previously opted out shall have the opportunity to opt into any of the health plans offered by the District.

Waiver forms must be completed, signed, and submitted by the employee with copies provided to the Board of Education. The Board of Education shall be held harmless.

The Board of Education will establish an IRS 125 plan.

3:7 Disability Insurance:

The Board will provide a group disability insurance policy for the administrative unit issued at no cost to the employee. This plan shall be compliant with all IRS regulations. The policy will have a benefit level equal to 60% of salary.

Board:

Employee:

ARTICLE IV

SICK LEAVE, PERSONAL DAYS AND TEMPORARY LEAVES OF ABSENCE

- 4:1 The Board will grant thirteen (13) sick days.
- 4:2 The Board will allow five (5) personal days. Unused personal days will be converted to one sick day for each unused personal day. Converted days may not be included in those accumulated for reimbursement when retiring or leaving the district.
- 4:3 Death in the Immediate Family: The Board shall grant five (5) days leave, with pay, for death in the immediate family, unless the deaths occur simultaneously, in which case the same days shall apply for each death. Immediate family shall include; mother or father, husband or wife, son or daughter, son-in-law, daughter-in-law, brother, sister, guardian, father-in law or mother-in-law, grandchildren, step family member and domestic partner. The Board shall grant three (3) days leave for aunt, uncle, grandparents, grandparent-in-law, sister-in-law, brother-in-law, niece and nephew. The Board will allow for extenuating circumstances.
- 4:4 Director of Curriculum leaving the Manchester Township School for the purpose of retirement will be paid for sick leave at a rate of one-half (1/2) pay for each day, up to a maximum of \$20,000. Any employee hired July 1, 1997 and thereafter will only be paid for sick leave accumulated while employed in Manchester.
- In the event of the death of an employee prior to retirement, the accumulated sick leave payment shall be paid to the employee's estate.
- 4:5 The Director of Curriculum will not be required to work on days when school is closed for winter recess or spring recess unless deemed necessary by the Superintendent of Schools.
- 4:6 Upon request of the Director of Curriculum, and with the recommendation of the Superintendent of Schools and the approval of the Board of Education, a leave of absence may be granted without pay and benefits for not more than one (1) year. Employees may pay the insurance premiums through the Board at group rates. If the leave exceeds six (6) months, it shall not count for advancement on the salary guide.

Board:

Employee:

ARTICLE V

WITHHOLDING OF INCREMENTS AND RAISES

The Board of Education may withhold increments or other raises for inefficiency or other good cause as provided in the New Jersey statutes 18A:29-14 and the decisions of the Commissioner and other courts of the State of New Jersey interpreting said statute.

ARTICLE VI

TERMINATION OF CONTRACT

Sixty (60) days notice must be given, in writing, by the administrator to the Board of Education of his/her intention to terminate the employment contract. The Board must give non-tenured administrators sixty (60) days notice of intention to terminate the employment contract.

ARTICLE VII

VACATION

- A. The Director of Curriculum shall receive twenty-five (25) vacation days each year credited on July 1st. Days shall be pro-rated if a full year is not worked.
- B. In any given year, the number of banked vacation days will not exceed the eligible vacation days for that year. A minimum of ten (10) vacation days shall be taken each year. Banked vacation time may be used for extended vacations, provided that the Director of Curriculum has approval from the Superintendent. Banked vacation time in excess of the yearly allotment will be lost unless the employee has the prior approval of the Superintendent to carry unused vacation into the following year. The approval to carry vacation time to the following year shall be reserved for those instances in which the requirements of the District and/or the Superintendent prevented the Director of Curriculum from effectively utilizing his or her vacation time.
- C. Accrued vacation time shall be paid to the Director of Curriculum upon resignation, retirement or termination of contract.
- D. The Director of Curriculum must request vacation days at least two (2) weeks in advance. The Superintendent of Schools must approve specific dates of vacation before they can be taken.

Board:

Employee:

ARTICLE VIII

PROFESSIONAL DEVELOPMENT

- A The Director of Curriculum shall be allotted \$2,000 for professional improvement to be used for:
 - a. Tuition of courses approved by the Superintendent.
 - b. Costs accrued for attendance at national, state and/or other approved, educationally-related conventions, symposiums in accordance with Board Policy #6471 for travel.
- B The Director of Curriculum must indicate their intent to take courses by June 1 for summer and fall courses and by January 1 for spring courses. Courses are to be in education and clearly related fields in a recognized graduate program; however, at the sole discretion of the Superintendent, professional development courses or symposiums may be substituted thereby waiving the requirement that all courses be in a recognized graduate program.
- C. The Board will reimburse the Director of Curriculum after having successfully completed the courses or symposiums.
- D. The Board will additionally pay for approved courses that they request the Director of Curriculum to take when the course of instruction is successfully completed.
- E The Board shall pay dues for national and state associations in an amount not to exceed one thousand (\$2,500) per year.

Board: _____

Employee: _____

ARTICLE IX

COMPENSATION

Salary is listed below for the named employee and, for the years specified, was approved by the Manchester Township Board of Education at their regular meeting of June 15, 2022.

Employee: *Diane Pedroza*

\$166,033

July 1, 2022 – June 30, 2023

\$171,014

July 1, 2023 – June 30, 2024

\$176,144

July 1, 2024 – June 30, 2025

Ten percent of the Director's annual compensation shall be funded through the budget of the Jackson Regional Day School. In the event Jackson Regional Day School is no longer part of the Manchester Township Board of Education School District, the Director's salary shall not be reduced, but shall be paid in full from the district's budget.

MANCHESTER TOWNSHIP
BOARD OF EDUCATION

Employee Date

President _____ Date _____

Witness _____ Date _____

Board:

Employee: