

Keansburg Administrators' Association

Contract

With the

Keansburg Board of Education

For

July 1, 2022 through June 30, 2025

Article I

Recognition

A. Unit Membership

The Keansburg Board of Education recognizes the Keansburg Administrative Association as the representative of the administrative personnel, and any other new created administrative position:

1. Supervisor – Curriculum and Instruction; Special Education
2. Vice Principal – Elementary, Middle or High School
3. Principal – Early Childhood, Elementary, Middle or High School
4. Director - Curriculum and Instruction

Definition

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

Article II

Negotiation Procedure

A. Deadline Dates

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

Article III

Grievance Procedure

1. Grievance shall mean an alleged violation or dispute concerning the interpretation, application or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employment of a member or members of the bargaining unit.
2. A grievant shall institute action under the provisions herein within fifteen (15) calendar days of the occurrence complained of. Failure to act within said fifteen (15) days shall constitute abandonment of the grievance.
3. A grievant may process his/her grievance personally or through a representative of his/her own choosing.
4. A grievant shall first discuss his/her grievance orally with his/her immediate superior provided that if the grievance is occasioned by a direct order of the Superintendent, such oral discussion shall be with the Superintendent of Schools. Such discussion shall occur during the fifteen (15) day period aforementioned and said time limit shall not be extended except by written consent of the Superintendent of Schools.
5. If the grievance is not resolved to the employee's satisfaction, the employee shall submit his/her grievance in writing to the Superintendent of Schools within five (5) days following the oral discussion of the grievance with his/her immediate superior or Superintendent. The written grievance shall specify the following:
 - a. Nature of the grievance outlining the section of the contract, administrative decision or policy that was allegedly violated.
 - b. Results of the previous discussions, if any.
 - c. The basis of the dissatisfaction.
 - d. Remedy sought.
6. Within fifteen (15) days from the receipt of the written grievance, the Superintendent shall set a day for a review which shall be within the fifteen (15) school days from the receipt of the written grievance, unless a different period is mutually agreed upon.
7. Within five (5) days after grievance review, unless a different period is mutually agreed upon, the Superintendent shall, in writing, advise the employee and his/her

representative, if there is one, of his/her determination.

8. Should the Superintendent fail to act in accordance with the immediately preceding paragraph, or should the employee consider the determination by the Superintendent unsatisfactory, he/she may within five (5) days after receiving the determination or failure to make a determination, appeal the grievance to the Board of Education.
9. Where an appeal is taken to the Board, there shall be submitted by the grievant a statement of the dissatisfaction of the party appealing, to which shall be attached copies of all previous writings. A copy thereof (which may be without attachments) shall be delivered to the Superintendent and all other parties. The statement shall request a review, if desired.
10. The Board shall review the grievance with the employee present if he/she so requests within thirty (30) days after the appeal to the Board is made. The Board shall render a decision in writing within thirty (30) calendar days following the grievance review.
11. If the Association determines the grievance is meritorious, and dissatisfied with the Board's determination, it may submit the grievance to binding arbitration within fifteen (15) calendar days following the determination by the Board, provided that referrals of grievance to arbitration shall be limited as follows:
 - a. The only grievances which may be arbitrated are those based upon an allegation that there has been a violation of the express written terms of this agreement.
 - b. The arbitrator shall have no authority to rule on grievances which concern the interpretation, application or alleged violation of policies and administrative decisions affecting terms and conditions of employment, or of statutes and regulations setting terms and conditions of employment.
12. Should the Association refer a grievance to arbitration, it shall be bound by the PERC rules and regulations in the selection of an arbitrator. The arbitrator shall conduct the hearing for the parties of interest and shall render his/her determination within thirty (30) calendar days of said hearing. The arbitrator's determination shall be final and binding upon the parties.
13. In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.
14. Should the grievant fail to process his/her grievance within the time limits herein set forth at any step, it shall constitute an abandonment of the grievance. Should the Board or Superintendent fail to review a grievance at any step in the procedure within the time limits set forth in the procedure, the grievant shall have the right to carry the grievance to the next step of the procedure.

15. While the grievance is in process, related information will not be shared in the personnel file.

Article IV

Temporary Leaves of Absences

1. An employee shall be allowed a maximum of five (5) school days absence beginning with the day after the death in with full pay because of death within the immediate family. These days shall not be deducted from the accumulative sick/personal/and/or vacation time. Immediate family is defined to include: grandmother, grandfather, mother, father, domestic partner, husband, wife, parents, sisters/sisters-in law, brothers/brothers-in-law, sons/sons-in-law, daughters/daughters-in-law, mother-in-law and father-in –law, and grandchild.
2. In case of death of a relative not mentioned in Part 1, the member may be granted one (1) working day leave of absence, without loss of pay, to attend the funeral. This day shall not be deducted from the accumulative sick/personal/and/or vacation time.
3. The bereavement period may be altered due to extenuating circumstances with approval of the Superintendent or designee.

Article V

Leaves of Absence

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

Unused personal days at the end of each year shall be dealt with as follows. One half of

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

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

2. Emergency Leave

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

3. Maternity Leave

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

4. Childcare

The Board of Education may grant a leave of absence without pay for childcare purposes to any regularly employed staff member in the school system who presents such a request for leave in writing to the Superintendent. Such leaves shall commence upon the end of the maternity disability leave in the case of the mother or upon the birth of the child in the case of the father and will be filed thirty (30) days prior to the requested commencement date. In the case of an adoption the leave shall commence upon custody of the child or sooner if required by the adoption agency, and the staff member shall file the request as soon as the staff member is approved by the adoption agency. The administrator may return early from childcare with the Superintendents approval.

5. Family Care Leave

Leave without pay for one (1) full school year or for the remainder of the year in which requested for purposes of caring for a sick member of the immediate family may be

granted upon request. No work for compensation or other personal benefit may be engaged in by the employee during leave under this paragraph. Should the reason for the emergency leave end because of the death, recovery or improvement in the health of the family member necessitating the leave, the employee shall be permitted to work for compensation if his/her request to terminate the leave is rejected. Leaves shall be pursuant to Board of Education Policy 408A.

If the family member to be cared for is not sick then such leave shall commence only on September 1, January 1 or upon the first day of school upon reopening after Spring break. The administrator may return early from the leave with the Superintendents approval.

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

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

Article VI

Association Rights and Privileges

A. Information

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

B. Released Time for Meetings

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

C. Use of School Building

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

D. Exclusive rights:

The rights and privileges of the Association and its members as set forth in this

Agreement shall be granted only to the Association as the exclusive representative of the administrators, as defined in the unit, and to no other organization.

- E. The President of the Association is permitted to use 1 day designated as a KAA day for Association business.

Article VII

Sick Leave

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

Article VIII

1. Vacation/Roll Over of Days

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

The vacation schedule is as follows:

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

An administrator may roll-over up to five (5) unused vacation days into his/her accumulated sick leave at the end of an academic year (June 30th) provided that such roll-over, when combined with any converted, unused personal days, does not increase the employee's accumulated sick leave by more than fifteen (15)

days. The Superintendent's approval, in writing, is required for the days to be rolled over.

The use of vacation or personal days - No administrator may use vacation or personal days for more than five (5) consecutive days while students are in session. No administrator may take vacation the last week of August, first week of September or during graduation week in June until all graduation exercises commence without Superintendent or designee approval.

Building Administrators may not use vacation days beginning the end of the school year through the start of the new school year unless the building's student school schedule has been completed and approved in writing by the Superintendent or their designee.

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

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

2. School Calendar

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

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

3. Separation from Service

- a. A member who dies before his/her contract year is completed shall have payment for his/her vacation days according to Article VIII, Section 3B given to his/her estate.
The divisor for the calculation of the per diem rate for an administrator shall be 240. This divisor is for the calculation of the per diem rate only and is not necessarily representative of the actual work year.
- b. A member who retires during the contract year shall receive half cash payment for his/her accumulated sick days, not to exceed 130 sick days, and full payment of vacation days to which he/she is entitled. Unit members shall provide a minimum of six (6) months' notice of retirement.
- c. However, employees who became members of the bargaining unit after July 1, 1996, but prior to May 1, 2010, shall in no event receive more than \$24,000 for all sick days and any vacation days accumulated prior to June 8, 2007 (or as limited by law) as total payments under this section. Further, the payment of these monies shall be made in two equal amounts in the year the employee retires and the year following which the employee retires.
- d. Employees who became members of the bargaining unit before July 1, 1996 shall in no event receive more than \$42,000 for all sick days and any vacation days accumulated prior to June 8, 2007 (or as limited by law) as total payments under this section. Further, the payment of these monies shall be made in two equal amounts in the year the employee retires and the year following which the employee retires.
- e. Employees who become members of the bargaining unit after May 1, 2010, shall in no event receive more than \$15,000 (or as limited by law) total for payments of unused sick days. Vacation days shall be limited to payment consistent with *N.J.S.A. 18A:30-9* and 9.1.
- f. Employees who have provided an intent to separate service during the school year shall have their given days for that year prorated based on date of separation.

Article IX

Insurance Protection

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

2. The plan will include Preadmission, Certification Continued Stay Review and Mandatory Second Surgical Opinion. The deductibles shall be \$200/\$400.
3. Partial Payment by the employee of medical insurance premiums shall be equal to Tier Four levels under the charts of Chapter 78.
4. The Board will provide employee and dependents dental insurance, 100% Preventative /Diagnostic with an annual per person coverage of \$2500.
100% Treatment/Therapy/Inlays/Crowns
75% Periodontics/Oral Surgery/Prosthodontics
75% Orthodontics \$2000 max (5 years) per person
5. Effective 2012-2013 school year any employee that chooses to opt out of medical coverage shall be paid \$5,000.00 or 25% of the premium costs for the coverage received, whichever is less.

Article X Administrative Workday

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

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

During the summer, the normal workday for administrators shall be six(6) hours unless the demands and responsibilities of the administrator's position require additional uncompensated hours.

Article XI Miscellaneous

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

Each building must be represented by Building Based Administration at each monthly Board of Education Meeting, unless unforeseen circumstances arise, which will be relayed to the Superintendent prior to the meeting.

Administrators may attend one (1) national and one (1) state convention which is related to their job description and position in the district per year. Attendance at same shall not exceed five (5) work days and three (3) work days respectively, and the reasonable expenses incurred for travel, food and lodging shall be paid by the Board upon submission of a voucher documenting said expenses, with a maximum of \$3000(combined) for national and/or state conventions. Expenses for overnight hotel stays for state conventions require approval of the Superintendent.

Once an administrator has submitted a notice of retirement, he/she may not attend a national or state convention or conference.

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

The Board agrees to pay the annual dues, up to \$2000 for administrators and supervisors who join professional organizations appropriate to their positions. It is understood that all association members will join the NJPSA as a state association.

The Board agrees to pay all costs for new administrator Leader to Leader (state mandated mentor programs/training programs). However, if the administrator leaves the district within 24 months of completion of said training program the member shall be required to repay the district.

All employees shall be given written notice of their salary and assignment for the forthcoming year by May 15th for those employees whose assignments have been determined by that date. In the event of changes in such assignments, the Association and the affected administrator shall be notified promptly, in writing.

Article XII

Other Benefits – Retirement

At retirement, each administrator will have the right to buy into the district's group health plan or enroll in the New Jersey School Employees Health Benefit Program pursuant to the rules of the Division of Pensions.

Article XIII

Tuition Reimbursement

The Board will reimburse administrators and supervisors for the cost of tuition for four (4) graduate level courses per year, or a course or series of courses not at the graduate level that is given prior approval by the Superintendent. The course must be in the administrator's area of assignment and the Superintendent must give prior written approval of the course as relevant to the administrator's position in the district. The Board will pay up to the per credit cost of graduate courses at Rutgers University School of Education.

Any administrator receiving tuition reimbursement under this article agrees to return to work in the Keansburg School District for the school year following receipt of the tuition reimbursement, or return to the district the amount of the reimbursement. This "return service obligation" shall not apply to an administrator who is not renewed or who is terminated as part of a reduction in force, or when this obligation has been waived at the sole discretion of the Board of Education.

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

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

Article XIV

Salary

Current Employees

All current employees shall receive an annual percentage increase of 2.5% added to their salary

An annual longevity payment of \$500 shall be paid to all employees beginning the year of tenure attainment. This payment shall be added to the base salary prior to the percentage increase

New Employees

All newly hired employees will follow the below approved guide from placement point at date of hire.

SALARY GUIDE	SUPERVISORS	VP	PRINCIPAL	DIRECTOR
A	\$90,000.00	\$100,000.00	\$110,000.00	\$120,000
B	\$92,000.00	\$102,000.00	\$112,000.00	\$122,000
C	\$94,000.00	\$104,000.00	\$114,000.00	\$124,000
D	\$96,000.00	\$106,000.00	\$116,000.00	\$126,000
E	\$98,000.00	\$108,000.00	\$118,000.00	\$128,000
F	\$100,000.00	\$110,000.00	\$120,000.00	\$130,000
G	\$102,000.00	\$112,000.00	\$122,000.00	\$132,000
H	\$104,000.00	\$114,000.00	\$124,000.00	\$134,000
I	\$106,000.00	\$116,000.00	\$126,000.00	\$136,000
J	\$108,000.00	\$118,000.00	\$128,000.00	\$138,000
K	\$110,000.00	\$120,000.00	\$130,000.00	\$140,000
L	\$112,000.00	\$122,000.00	\$132,000.00	\$142,000
M	\$114,000.00	\$124,000.00	\$134,000.00	\$144,000

Employees shall receive an additional one time base payment increase as outlined below for educational attainment:

Masters + 30 = \$1000

Masters + 60 = \$2000

Doctorate = \$3000

Article XV

Duration of Agreement

This Agreement shall be effective as of July 1, 2022 and shall continue in full force and effect until June 30, 2025.

BY: _____

BY: _____

BY: _____

BY: _____