AGREEMENT BETWEEN THE PLEASANTVILLE ADMINISTRATORS ASSOCIATION AND

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THE BOARD OF EDUCATION

OF THE

CITY OF PLEASANTVILLE

JULY 1, 2022 THROUGH JUNE 30, 2025

PREAMBLE

This Agreement entered into this __1__day of July 2022, by and between the Board of Education of the City of Pleasantville, hereinafter called the "Board," and the Pleasantville Administrators Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designed with respect to terms and condition of employment, and

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement.

BE IT RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

1. Unit

The Pleasantville Board of Education ("Board") recognized the Pleasantville Administrators Association ("Association") as the sole and exclusive majority representative for collective negotiation concerning grievances and terms and conditions of employment in accordance with Chapter 123 for the following certificated staff members:

- High School Principal
- Middle School Principal
- Elementary School Principals
- Supervisors
- Early Childhood Supervisors
- Supervisor of Athletics
- Assistant High School Principals
- Assistant Middle School Principals
- Assistant Elementary School Principals

But excluding all others not listed above and:

- Superintendent of Schools
- Assistant Superintendent(s) Directors
- Board Secretary/Business Administrator
- Assistant Business Administrator
- Technology Network Engineer
- Director of Information Services

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

a. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, of the State of New Jersey, in a good faith effort to reach an agreement on all matters concerning terms and conditions of administrators' employment. Such negotiations shall begin no later than the date specified by the New Jersey Public Employment Relations Commission unless mutually agreed by the parties. Any agreement so negotiated shall apply to all the administrators of the bargaining unit, be reduced to writing, be signed, and approved by the Board and Association.

B. Meetings

a. All meetings between the parties shall be scheduled, whenever possible, to take place when the Administrator's involved are free from assigned responsibilities and the Board can mutually agree.

C. Modification

a. 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.

ARTICLE III GRIEVANCE PROCEDURE

A. DEFINITIONS

a. Grievance

i. A grievance is a claim or complaint by an administrator, or the Association based upon the interpretation, application, or violation of this Agreement, Board policies, or administrative decisions or policies of the Board of Education related to terms and conditions of employment affecting an employee or a group of employees.

b. Time Limit(s)

i. A grievance to be considered under this procedure must be initiated in writing on an official grievance form by the Aggrieved Person or the Association within fifteen (15) school days from the event or the time when the grievant knew or should have known of its occurrence. Under no circumstances shall a grievance be considered by the Board after thirty (30) days. Any grievance not in writing shall not be considered. Upon receipt of the written grievance, the same must be counter-signed by any individual on behalf of the administration and time-stamped as received.

c. Aggrieved Person

i. An "Aggrieved Person/Association" is the person or persons or the Association making the claim. Such a person must be present at each level of the grievance procedure.

d. Party of Interest

i. A "Party of Interest" is the person or persons or the Association making a claim or any authorized representative of the Board of Education or the Association necessary for the resolution of the grievance.

e. Administrator

i. Unless otherwise indicated, the term "Administrator(s)," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit, and recognized by the Board.

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 concerning resolution of differences concerning the terms and conditions of employment of the employees covered by this Agreement.

Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at each level of the procedure. The parties agree that any grievance arising out of the employment of any of the employees covered by the terms of this Agreement and the Administration or Board shall be resolved pursuant to the terms of this Agreement. The parties agree that the subject matter of any grievance or potential grievance shall be grieved pursuant to the terms outlined herein and that they will refrain from discussing the subject matter of any grievance at Board Meetings, nor will they encourage any other person to advocate on their behalf at Board Meetings. Covered employees further agree not to contact individual Board Members to discuss any complaints that they have about the conditions of their employment but rather will properly grieve any such issued pursuant to the procedures outlined herein. Violation of Article VI (F) entitled "Criticism of Either Party" by an Association member shall subject said member to the procedures outlined below.

INFORMAL DISCUSSIONS

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement; however, the Association shall be given the opportunity to be present at each formal level of the grievance procedure and may state its views at such time.

C. PROCEDURE

a. Time Limit(s)

i. Since it is important that grievances be processed as rapidly as possible, the time limits indicated at each level will be strictly enforced, unless both parties agree in writing to extend the time.

b. Forms for Grievance

i. Forms for filing a grievance shall be available in HR/BA office from an Association Representative.

c. Continuation of Assignment

i. It is understood that any Aggrieved Party(s)shall, during the pendency of any grievance, continue to observe all legal and required assignments and rules and regulations of the Board of Education until such grievance and any effect thereon shall have been duly determined.

d. Separate Grievance File

i. 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.

e. Meetings

i. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

f. Failure to Communicate

i. Failure at any level of the procedure to communicate the decision on a grievance within the specified time limits shall permit the Aggrieved Person/Association to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the end level within the specified time and limits shall be deemed to be acceptance of the decision rendered at the third (3rd) level and the grievance deemed withdrawn.

g. Year-End Grievance

i. In the event a grievance is filed at such time that it cannot be processed through all the level in this grievance procedure by the last day of school attendance, and, if left unresolved until the first day of the school attendance, could result in irreparable harm, to a party in interest, the time limits set forth herein, may, with the Agreement of both parties, be reduced so that this grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

h. Group Grievance

i. If in the judgment of the Association, a grievance affects a group of Administrators the Association may submit such grievance in writing to the Superintendent of Schools directly, and the processing of such grievance shall commence at Level II. Separate Grievance File

i. Informal Discussion

i. An individual with a grievance shall first informally discuss it with their Principal/Designee or Immediate Supervisor with the objective of resolving the matter amicably. All other Administrators shall first informally discuss a grievance with their Director. The Principal/Designee or Immediate Supervisor shall give their written decision within ten (10) school days.

Level I

Principal/Designee or Immediate Supervisor

j. To clearly identify the alleged grievance and to expedite the settlement, the aggrieved person shall prepare a written grievance statement identifying the circumstances involved and the desire reparation; and this statement shall be

addressed to the immediate supervisor who has given his/her decision within ten (10) school days. The aggrieved person may elect to have an Association representative accompany him/her at this level if he/she so desires. Such a representative may voice the Association's viewpoint if he/she so desires.

- k. If, as a result of the Informal Discussion, the matter is not resolved to the satisfaction of the Administrator or the Association, the Aggrieved Person/Association must set forth in writing on an official grievance form, available from Human Resources or the Association the following:
- 1. Article and Paragraph of current PAA Agreement claimed to be violated;
- 2. Statement of Grievance, facts surrounding grievance;
- 3. State to resolve my grievance, the following should occur;
- 4. Indicate if you will be representing yourself. If not identify the name of your Association Representative;
- 5. Identify any witness(es)
- 6. Sign and date Grievance form
 - i. The completed, signed and dated grievance form must be filed within ten (10) school days after receipt of the written outcome of the Informal Discussion with their Principal/Designee or Immediate Supervisor. The completed, signed and dated grievance form should be delivered to their Principal/Designee or Immediate Supervisor for filing, acknowledge by date and time stamp the received/filing date and time. The Aggrieved Person may elect to have an Association Representative assist them at this Level if they so desire.

<u>Level II</u> Superintendent/Designee

- 1. The Aggrieved Person, no later than fifteen (15) school days after receipt of the decision of the immediate supervisor, may appeal to the Superintendent or his designee.
- m. The appeal to the Superintendent must be made in writing with a copy filed with Human Resources, on the official appeal form available from Human Resources or the Association specifying:
- n. the nature of the grievance the results of the Informal Discussion/Level their dissatisfaction with the decision previously rendered.
- o. The Superintendent or his designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) school days from the receipt of the Request for Arbitration by the Superintendent/designee. Said decision must be made in writing with a copy to the Aggrieved Person/Association. fifteen (15) school days from the receipt of the appeal. The decision shall be communicated in writing to the aggrieved person.
- p. No later than fifteen (15) school days, after receipt of the Principal/Designee or Immediate Supervisor's decision the Aggrieved Person may appeal to the Superintendent/Designee. The appeal to the Superintendent/Designee must be made in

writing on an official appeal request form supplied by Human Resources and the Association specifying: the nature of the grievance the results of the previous Level their dissatisfaction with the decision previously rendered.

Level III Board of Education

- If the grievance is not resolved to the Aggrieved Person/Association's satisfaction, no later q. than ten (10) school days after receipt of the Superintendent's decision, they may request a review of the decision by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related documentation and forward the request to the Board Secretary. The Board, or a committee thereof, shall schedule a hearing notifying the Aggrieved Person/Association of the date of scheduled hearing in writing whether or not it will hold a hearing with the aggrieved person within sixty (60) days from date of review request was filed with Board Secretary. The decision of the Board shall be in writing supplied to the Aggrieved Person/Association within twenty (20) days, or if a hearing is held within ten (10) school days after of the date of the hearing. Copies of the decision of the Board shall be sent to the Aggrieved Party/Association, the Superintendent, and if applicable the Immediate Supervisor review the grievance, and the Board shall and render a decision in writing and forward copies thereof to the grievant within fifteen (15) calendar days of the date of the hearing. A representative of the Association may be present and speak to the issue if he/she so desires.
- r. If the decision of the Board does not resolve the grievance to the satisfaction of the Aggrieved Person/Association and they wish for a review by a third party and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within thirty (30) days of receipt of the Board's decision The decision of the Board shall be considered final and binding on the Aggrieved Party: If the Aggrieved Party further wishes to appeal the decision of the Board the matter shall proceed to Level IV. and if the grievance pertains to a specific and express provision of this Agreement, a notice of intention to proceed to binding arbitration shall be given to the Board through the Superintendent within fifteen (15) school days after the receipt of the decision which is being appealed.

Level IV Arbitration

- s. The Arbitrator shall limit themselves the issues submitted to them and shall consider nothing else which fall within express written terms of the collective bargaining agreement. The arbitrator can add nothing to, nor subtract anything from the Agreement between the parties or by any policy of the Board. The Arbitrator's recommendations on such an interpretation shall be binding.
- t. The Board, the Aggrieved Person, and appropriate officials of the Association shall be given copies of any arbitrator's opinion and award that either side relies upon as a basis for any action. It is further understood that past practice determinations shall not be subject to an arbitrator's decision. The Arbitrator's recommendations on such an interpretation shall be binding.

u. If the grievance is not resolved by timely resort to the foregoing procedures shall be subject to Arbitration initiated and conducted under the Rules of the NJ Public Employee Relations Commission.

Costs

v. The fees and expenses of the arbitrator are the only costs that will be shared by the two parties to the arbitration, i.e., the Board and the Association and such costs will be shared equally. Any other costs shall be borne by the party incurring them. The costs for the services, including per diem expenses, if any, and the actual and necessary travel, the Board and the Association shall equally bear subsistence expenses and the cost of the hearing rooms. Any other expenses incurred shall be paid by the party incurring same.

Rights to Representation

- w. Any Aggrieved Person may be represented at all stages of the grievance procedure by themselves or, at their option, accompanied by a representative selected or approved by the Association.
- x. Neither party to this Agreement shall take any reprisal(s) against any party of interest for their participation in this grievance procedure. A representative of the Association may be present and speak to the issue if they so desire.

ARTICLE IV RIGHTS OF THE PARTIES

A. Rights and Protection in Representation

Pursuant to Chapter 123, both parties to this Agreement recognize that each administrator has the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in professional negotiation or to refrain from such activity. Neither party will directly or indirectly discourage or deprive or coerce any administrator in the employment of any rights conferred by Chapter 123 or any other laws of the State of New Jersey or the Constitutions of the State of New Jersey and the United States of America. Both parties further agree that they shall not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason of their 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 any administrator such rights as they may have under the State of New Jersey School Laws or other applicable laws and regulations. The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere in the law.

C. Just Cause Provision

No administrator shall be disciplined, reduced in rank or compensation, or deprived of any commonly applied professional advantage without just cause. Any such action shall be subject to the grievance procedure herein set forth.

D. Recognition of Managerial Authority

Both parties, as components of managerial authority in the school district, reaffirm that the sovereign authority of the people is inherently resident with the legally constituted Board of Education of the City of Pleasantville, who in the name of the people, reserves all managerial rights and prerogatives not specifically relinquished. Both parties further affirm that they shall not sanction, approve or abide participation by any employee or group of employees in a concerted slowdown or work stoppage. As co-functional managerial partners interested in the thorough and efficient operation of the school system and mindful of their responsibilities both to the Board and the Association, herein reaffirm these fundamental principles.

E. Association Privileges

The Association shall be granted the privileges of the reasonable use of the building to hold meetings and use of the school equipment and interschool mail facilities for the Association business. The Association shall pay for the reasonable costs of all materials and supplies incident to the use of equipment. The reasonable use of district buildings and school equipment must not conflict with the District's programs, activities, or operations.

F. Personnel Files

No material derogatory to an Administrator's professional conduct or service shall be placed in the files unless the Administrator has had an opportunity to read the material and provided due process. The administrator shall acknowledge that they have read such material by affixing their signature on the actual copy to be filed and initialing each page, with the understanding that such a signature merely signifies that they have read the material to be filed and does not necessarily indicate agreement with its content. The administrator shall have the right to respond to any material filed within ten (10) school days of receiving a copy, and their answer shall be attached to the filed copy, and his/her answer shall be attached to the filed copy.

Upon request by the administrator, they shall, as soon as possible thereafter, be permitted to examine their files. The administrator shall be permitted to receive a copy of any material in their files.

Materials will only be removed from the files when an administrator's claim that it is inaccurate or unfair is sustained by the Board or a competent jurisdiction.

ARTICLE V OTHER BENEFITS

A. Health Care Coverage

a. Insurance Coverage

i. In order to be eligible for participation, employees must be regularly scheduled (not including overtime) to work a minimum of thirty-two (32) hours per week.

b. Full Health Care Coverage

i. The Board shall provide the healthcare insurance protection designated below. All employees shall contribute to their health insurance/major medical coverage pursuant to State Law. All employees who retire shall be allowed to remain as part of the District's group plan and shall be responsible for payment at the group rates until eligible for Medicare. Upon eligibility for Medicare, retirees will not be allowed to participate in the District's group plans.

B. Description to Administrators

i. The Board shall provide the healthcare insurance protection designated below. All employees shall contribute to their health insurance/major medical coverage pursuant to State Law.

C. Prescription Plan

i. The Board shall provide a family prescription through NJSEHB co-pay plan that will be ten dollars (\$10.00) for brand name prescriptions (thirty (\$30) dollars for a 90-day supply and five dollars (\$5.00) for generic prescriptions for all employees. For mail-order 90-day supply, there shall be a co-pay of \$15.00/\$5.00.

D. Dental Plan

i. Current dental coverage is by Delta Dental. Upon notification to the Association, the Board has the right to change insurance carriers if the level of services offered by the new plan is equal to or better than that which is currently provided. Upon eligibility for Medicare, retirees will not be allowed to participate in the District's group plans.

E. Optical Plan

i. Our current optical coverage is through Vision Service Plan. Upon notification to the Association, the Board has the right to change insurance carriers if the level of services offered by the new plan is equal to or better than that which is currently provided.

F. Health Insurance Waiver

i. Under the following conditions and subject to Section 125 (IRS Code) to this Agreement, an employee may waive medical insurance or prescription plan coverage and receive a cash option or flexible spending plan in accordance with state and federal law.

G. Mileage Reimbursement

 Mileage for previously approved necessary travel on school business shall be reimbursed according to State statutes and shall not exceed the limits of the law in accordance with the Office of Management and Budget rules and regulations. Requests for reimbursement must be submitted in writing to the Business Office within five (5) days of the travel, or the same is waived.

H. Reimbursement for Unused Sick Leave

i. Reimbursement for unused sick leave may be granted to administrators who have served as certified employees of the District for a minimum of ten (10) consecutive years at the time of retirement. An administrator must have accumulated at least one hundred (100) days of unused sick leave to be eligible. The maximum allowable sick leave payment is not \$15,000. Notice of retirement must be given to the Superintendent, in writing, at least twelve (12) months in advance. If notice is not given in a timely fashion, then the compensation shall be deterred until one (1) year later. If the employee should die after the Board accepts a request for retirement and prior to receiving payment, then such funds shall not be paid to the employee's estate pursuant to N.J.S.A. 18A:30-3.S (P.L. 2007, c. 92 §44).

I. Professional Organization(s) Fees

i. Administrators shall be entitled to a maximum of \$860.00 for membership in approved professional organization(s) in the field of education which shall either be paid directly by the District or reimbursed to the Administrator in conformance with the requirements of New Jersey Law. Such reimbursement is subject to prior approval by the Superintendent of Schools concerning the appropriateness of any organization(S) or reimbursement. Such approval shall not be unreasonably withheld.

J. Administrative Vacancies

a. Notice

i. A notice of vacancy for an administrative position for an employment position covered by this Agreement shall be posted, and a copy shall be sent to the Association President ten (10) days before the final date when applications must be submitted. The qualifications and duties shall be given or mailed upon receipt of a written request for an application to the position. The rate of compensation shall be based upon an existing schedule or will be negotiable with the Board.

b. Transfer

i. Administrators shall be given fifteen (I5) calendar days' notice before being transferred, except when transferred during July or in cases of emergency.

ARTICLE VI MISCELLANEOUS

Minutes and Agenda

a. The Official minutes of the Board of Education meetings shall be sent to the Association President upon approval by the Board of Education. The official agenda of the Board of Education meetings shall be available to the Association President when it is posted on BoardDocs.

B. Notification of Contract and Salary

a. Administrators shall be notified of contractual status and salary (if determined) for the following school year by proceeding May 15 or as required by law or regulation.

C. Zipper Clause

a. In accordance with the law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable or permissively negotiable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 of the parties at the time they negotiated or signed this Agreement.

D. Required Meetings or Hearings

a. Whenever any administrator is required to appear before the Superintendent concerning a disciplinary matter, then they shall be entitled to have a representative of the Association present to advise them and represent them during such meeting. It is understood that the Administrator shall provide the Superintendent with reasonable notice of an Association representative's attendance at such meeting.

E. Criticism of Either Party

a. Both parties to this Agreement reaffirm that criticism of the other party or its members should not be made in the presence of students, teachers, parents, or other public gatherings, including public Board meetings.

F. Non-Discriminatory Policy

a. Both parties to this Agreement confirm that all persons are entitled to equal employment opportunities, and there shall be no discrimination because of race, creed, color, national origin, affectional or sexual orientation, age, marital status, disability, or sex.

G. Salary

a. The administrator salary ranges shall be shown in Article X. If an Administrator covered by this contract is transferred to a lesser paying administrative position, their salary shall remain frozen until such time as the salary is equal to that of the new position.

H. Acting Positions

a. In the event that the Board appoints an administrator to an interim/acting position in a

higher job title/position, they will be moved horizontally on the salary guide to the higher position they are holding. They shall be paid at a higher rate for the duration of holding the acting/interim position. Acting positions cannot go beyond the current school year.

b. Administrators who assume all or part of the duties of a position that has been vacated but not eliminated that is lower than the position that said administrator currently holds shall be paid a maximum of \$100.00 per day when that vacancy exceeds 15 consecutive workdays. Payment shall begin on the 16th day. The administrator must be filling in for a vacancy, extended leave, or performing the duties of two positions.

I. Liaison Meetings with Superintendent

a. The President of the Association and/or their representative(s) shall meet with the Superintendent at the request of either party within seven (7) calendar days of said request, but these meetings shall not exceed two (2) per month unless by mutual consent. These meetings shall be of a reasonable length to discuss the areas of concern.

J. Previous Experience

a. Credit up to the tenth level on the salary guide may be given for previous outside administrative experience in a duly accredited school upon initial employment in accordance with provisions of Schedule A. Credit not to exceed four (4) years for military experience or alternative civilian services required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps work and time spent on Fulbright Scholarship shall be given upon initial employment.

ARTICLE VII DAYS OF HOURS AND WORK

A. Work Day

- a. Administrators are salaried employees who are expected to work the hours necessary to perform the essential functions of their positions. The minimum workday for Administrators covered by this Agreement shall be eight (8) hours, inclusive of a lunch period appropriate to each building. Administrators are expected to attend a reasonable number of extracurricular functions and meetings, which may occur after the normal school day has ended as requested by the Superintendent.
- b. The regular school day is defined as the building hours for instruction as approved by the Board of education.
 - c. If an administrator is required to cover an event or activity that is beyond the regular school day, their schedule shall be adjusted so as not to exceed eight hours. Administrators cannot flex their schedule without prior approval by the superintendent or superintendent's designee. In the event that, for a substantial reason, the administrator is unable to commit to the requested adjusted hours, they will not be disciplined.
 - d. If an administrator's schedule cannot be adjusted, the administrator will be paid \$65.00 per hour beyond the required eight-hour workday with the superintendent or superintendent's designee approval for afterschool programs such as 3-7, Power Hour, ESL/ELL, Saturday Academy, after school alternative programs, and/or after school tutoring programs. Payment will only be authorized and rendered when the Board approves such activities and will require the

Superintendent's prior approval.*

B. Inclement Weather

a. On days all other employees are off due to a designated closure because of inclement weather, administrators shall not be required to be in attendance at work.

C. Holidays

a. All holidays granted to teachers on the adopted school calendar (including, where appropriate, Independence Day and Labor Day) shall be granted to all administrators.

* The parties are not in agreement as to the continued inclusion of the bracketed language; however, in order to avoid further delay in the approval of this current contract the parties have agreed to continue to negotiate the language after the ratification of this section of this agreement.

ARTICLE VIII TEMPORARY LEAVE

A. Sick Leave

- a. New employees to the School District who are members of the Association are eligible to transfer up to ten (10) unused sick days from previous employment in another New Jersey public school district. The unused sick days earned from another New Jersey public school district will not be added to the sick bank for retirement. The School District will utilize 'first in first out' to determine the usage and accumulation of sick days. The number of unused sick days must be certified by the person in charge of personnel from the new employee's former school district, and the Board must grant the applicable number of sick days. They are entitled to use twenty-five percent (25%) of the sick days in their first calendar days of employment. In their second (25%) full calendar year of employment, they are entitled to use another twenty-five (25%) of the sick days. The remaining twenty-five percent (25%) of the sick days will be usable at the end of their fourth calendar year of employment. All sick days granted pursuant to this position are cumulative as set forth in this Agreement.
- b. Each Administrator shall be provided twelve (12) days sick leave per work year, in accordance with N.J.S.A. 18A:30-01, et. seq.

B. Types of Leave

- a. Temporary Leave
 - i. Personal Leave
 - 1. Three (3) days' leave of absence shall be granted for personal, legal, business, household, or family matters, which require absence during working hours. Application to the employee's principal or immediate supervisor for personal leave shall be made at least one (1) week before taking such leave (except in the case of emergencies), and the applicant for such leave shall not be required to state the reason for taking such leave other than that they is taking it under this Section. No personal leave can be taken before or after an observed holiday during the months of September through June.
 - ii. Unused Days
 - 1. Unused personal leave will be converted to accumulated sick leave at the close of the school year.
 - iii. Bereavement Leave
 - 1. Leave without loss of pay not to exceed a total of five (5) days per death shall be granted by the Superintendent of Schools. Said leave applies to the death of any of the following: husband, wife, civil union partner, domestic partner, child, sister, brother, father, mother, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, or uncle.
 - iv. Nothing herein precludes the opportunity to request the Superintendent (or their designee) use of personal leave day for a reason other than those

specified above; however, approval or denial rests solely with the Superintendent, and such decision on the request is not grievable.

C. Temporary Military Leave

a. Time necessary for persons called into temporary active duty or any unit of the United States Reserves or the New Jersey State National Guard shall be granted in accordance with applicable State or Federal statutes. Each employee must attempt in writing to request this duty during non-working time. Such request must be made within ten (10) days of notification by the Military with a copy to the Superintendent of Schools and the employee shall provide a copy of their assignment order to the Superintendent.

D. Conferences and Conventions

 a. The School District may grant up to two (2) certified professionals of the Association to attend conferences and conventions of State and National affiliated organizations. Requests for permission to attend professional meetings shall be submitted in writing by the local president or his designee at least two (2) weeks prior to the meeting for recommendation by the Superintendent of Schools and approval by the Board.

E. Other Leave

a. Court Leave

- i. Any employee who is summoned to perform jury duty, who is subpoenaed to appear as a witness before a court, legislative committee, judicial or quasijudicial proceeding and who is a party to any action, unless the employee is a defendant in an Authority matter, shall be excused from their normal work duties, with pay in order to fulfill this civic obligation.
- ii. Copies of the jury duty summons or subpoena must be given to the employee's supervisor within three (3) days of receipt. Employees who perform jury duty or who appear as witnesses shall request a certificate of attendance from the court and provide a copy of the certificate to their supervisor. Jury pay will be endorsed over to the School District.
- iii. Only employees who receive a subpoena to be a witness in a case which is directly related to the business of the School district will be given the same level of absence with pay as granted above for jury duty with the following exception: an employee who is a plaintiff in a case in which they has brought against the School District will not be eligible for such compensation and will be required to utilize their vacation, compensatory and/or personal leave time. Such time off shall not be unreasonably denied.
- iv. Employees will be given time off for court leave directly related to Association business.

F. Family and Medical Leave

a. Eligible employees are entitled to twelve (12) weeks, unpaid leave of absence, pursuant to the Federal Family and Medical Leave Act of 1993, as amended or supplemented, and

the New Jersey Family Leave Act, as amended or supplemented. Eligible employees are entitled to six (6) weeks, paid leave of absence, pursuant to the New Jersey Paid Leave Act. Employee leave entitlements and eligibility are governed by law and are not diminished, increased, or modified by Board policy.

G. Additional Leaves

a. Other leaves of absence with pay may be granted at the discretion of the Superintendent with Board approval. A written request must be submitted by the employee no less than one (1) week, if possible, prior to the time leave is to be granted.

H. Return from Leave

a. An administrator who is granted an extended leave of absence by the Board shall not receive increment credit or may affect credit towards seniority for time spent on a leave granted pursuant to any section of this Article, except as mandated by applicable law.

I. Vacation

- a. Administrators shall receive fifteen (15) paid vacation days per year beginning at the end of the first year of service. An additional five (5) paid vacation days will be earned at the end of five (5) accrued years of administrative service in the District provided any interruption in service does not exceed one (1) calendar year.
- b. Vacation scheduled shall be submitted to the Superintendent of Schools in advance for approval. Up to fifteen (15) days of vacation may be carried over with express written approval of the Superintendent.
- c. Administrators should avoid using vacation days when school is in session (normally) and immediately before or after holidays and, in no instance, may this provision exceed ten (10) days in one (1) school year.
- 1. Vacations are not to be scheduled during the following peak times unless approved by
- 2. the Superintendent in writing in advance:
- 3. During the administration of State Testing
- 4. During Scheduled Summer Training Sessions
 - d. Administrators may not use vacation days during the last two weeks of August without the consent of the Superintendent, which consent shall not be unreasonably withheld. Administrators in the same building cannot be on vacation at the same time.

J. Donated Sick Days

a. Establishment:

i. This shall be established for the purpose of providing compensable leave coverage to Pleasantville Administrators Association members who are absent for an extended period due to catastrophic illness or injury.

K. Eligibility:

a. An individual will be eligible to receive Donated Sick Days if they have:

- 1. exhausted all earned and accumulated sick leave, personal leave, and vacation time,
- 2. a physician's certificate of catastrophic illness or injury; and
- 3. been absent a minimum of thirty (30) consecutive workdays.

L. Written request:

a. Members who meet the above criteria may make a written request to the Pleasantville Administrator's Association (PAA) seeking to receive Donated Sick Days. Such a request must be accompanied by documented proof of the illness or condition from which the affected member is suffering and the number of days that arc being requested. The doctor's certification must contain a diagnosis, prognosis, and an anticipated start date. The PAA will then forward the form and their determination that the member's request meets the above criteria to the Superintendent or their designee.

ARTICLE IX PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

A. Reimbursement

The Board shall provide an annual budget to reimburse tenured members of the Association for all approved tuition costs earned annually from an accredited college or university recognized by the State of New Jersey. The Rowan University rate will be used for reimbursement as long as the courses are in educational leadership. There will be an annual cap of \$25,000 annually. Annually is defined as the period from July 1st to June 30th.

- a. **INDIVIDUAL CAPS**: Each employee enrolled in a Doctoral Program in the field related to educational leadership and qualification will be reimbursed for tuition and fees up to a maximum of 12 credits annually at the prevailing Rowan University Rate. If the total amount exceeds the funds available, the employees shall receive a pro-rata share of the available funds on a first come first approved basis. If all funds have been assigned for specific course approvals such that no additional funds are available, the member shall not be entitled to reimbursement.
- b. **DOCTORAL PROGRAM LIMITS**: For administrators enrolling in a multi-year Doctoral Program, the Superintendent's prior approval is required. If the number of members seeking tuition reimbursement for a doctoral program exceeds more than 2 in a year, member approval will be on a first-come, first-serve basis. Members must be tenured and demonstrate annual progress towards the degree based on the program requirements and duration.

SUBMISSION OF PROOF: Funds will be reimbursed upon submission to the Superintendent of Schools or their designee, evidence of a final grade (transcript), and documentation of payment (zero balance bill) for each course. Submission of documents will not exceed 30 calendar days from the end of the course.

B. Prior Consultation

a. The Superintendent or their designee must be consulted with and grant approval for the registration for graduate courses or a doctoral program. Once the Superintendent's approval has been granted for a doctoral program, all required courses shall be reimbursed in accordance with this Agreement. The Superintendent must approve reimbursement for courses required by the doctoral program, not to exceed the annual cap outlined above.

C. Submission of Proof

a. Funds will be reimbursed upon submission to the Office of the Superintendent of Schools evidence of participation, official proof of a "B" grade or better of the graduate course, and proof of costs of tuition. However, the member must remain employed in the District for two (2) years following course completion. If the member leaves the employment of the Pleasantville Board of Education in less than two (2) years of receiving reimbursement, the member must pay back the costs of tuition.

D. Exception

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a. Reimbursement will not be given for:

- i. Courses taken to satisfy certification requirement.
- ii. Conferences, workshops, seminars, or institutes not approved in writing by the Superintendent and the Board.

E. Reimbursement for Conferences

a. Attendance at conferences, workshops, and/or seminars requested in writing by an administrator to the Superintendent of Schools and approved by the Board shall be reimbursed according to State statutes and shall not exceed the limits of the law. If the administrator does not attend the conference, workshop, or seminar, they must reimburse any pre-paid costs to the District within ten (10) days after the scheduled event provided the absence was not due to unforeseen circumstances outside the administrator's control with supporting documentation approved by the Superintendent.

ARTICLE X SALARIES

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For the 2022 school year, each Administrator shall be placed at the level based upon the number of years' experience they have as an Administrator, plus one level.

2022-2023 Salary Guide							
YEARS	STEP	HS PRINCIPAL	MS PRINCIPAL	ELEM. PRIN.	12 Month Supervisor	ASST. PRIN	Supervisor of Athletics
0	1	\$145,559.00	\$138,359.00	\$137,459.00	\$133,559.00	\$133,559.00	\$133,559.00
1	2	\$146,559.00	\$139,359.00	\$138,459.00	\$134,559.00	\$134,559.00	\$134,559.00
2	3	\$147,559.00	\$140,359.00	\$139,459.00	\$135,559.00	\$135,559.00	\$135,559.00
3	4	\$148,559.00	\$141,359.00	\$140,459.00	\$136,559.00	\$136,559.00	\$136,559.00
4	5	\$149,559.00	\$142,359.00	\$141,459.00	\$137,559.00	\$137,559.00	\$137,559.00
5	6	\$150,559.00	\$143,359.00	\$142,459.00	\$138,559.00	\$138,559.00	\$138,559.00
6	7	\$151,559.00	\$144,359.00	\$143,459.00	\$139,559.00	\$139,559.00	\$139,559.00
7	8	\$152,559.00	\$145,359.00	\$144,459.00	\$140,559.00	\$140,559.00	\$140,559.00
8	9	\$153,559.00	\$146,359.00	\$145,459.00	\$141,559.00	\$141,559.00	\$141,559.00
9	10	\$154,559.00	\$147,359.00	\$146,459.00	\$142,559.00	\$142,559.00	\$142,559.00
10	11	\$155,559.00	\$148,359.00	\$147,459.00	\$143,559.00	\$143,559.00	\$143,559.00
11	12	\$156,559.00	\$149,359.00	\$148,459.00	\$144,559.00	\$144,559.00	\$144,559.00
12	13	\$157,559.00	\$150,359.00	\$149,459.00	\$145,559.00	\$145,559.00	\$145,559.00
13	14+	\$158,559.00	\$151,359.00	\$150,459.00	\$146,559.00	\$146,559.00	\$146,559.00
2023-2024 Salary Guide							
YEARS	STEP	HS PRINCIPAL	MS PRINCIPAL	ELEM. PRIN.	12 Month Supervisor	ASST. PRIN	Supervisor of Athletics
0	1	\$149,394.00	\$142,194.00	\$141,294.00	\$137,394.00	\$137,394.00	\$137,394.00
1	2	\$150,394.00	\$143,194.00	\$142,294.00	\$138,394.00	\$138,394.00	\$138,394.00
2	3	\$151,394.00	\$144,194.00	\$143,294.00	\$139,394.00	\$139,394.00	\$139,394.00
3	4	\$152,394.00	\$145,194.00	\$144,294.00	\$140,394.00	\$140,394.00	\$140,394.00
4	5	\$153,394.00	\$146,194.00	\$145,294.00	\$141,394.00	\$141,394.00	\$141,394.00
5	6	\$154,394.00	\$147,194.00	\$146,294.00	\$142,394.00	\$142,394.00	\$142,394.00
6	7	\$155,394.00	\$148,194.00	\$147,294.00	\$143,394.00	\$143,394.00	\$143,394.00
7	8	\$156,394.00	\$149,194.00	\$148,294.00	\$144,394.00	\$144,394.00	\$144,394.00
8	9	\$157,394.00	\$150,194.00	\$149,294.00	\$145,394.00	\$145,394.00	\$145,394.00
9	10	\$158,394.00	\$151,194.00	\$150,294.00	\$146,394.00	\$146,394.00	\$146,394.00
10	11	\$159,394.00	\$152,194.00	\$151,294.00	\$147,394.00	\$147,394.00	\$147,394.00
11	12	\$160,394.00	\$153,194.00	\$152,294.00	\$148,394.00	\$148,394.00	\$148,394.00
12	13	\$161,394.00	\$154,194.00	\$153,294.00	\$149,394.00	\$149,394.00	\$149,394.00
13	14+	\$162,394.00	\$155,194.00	\$154,294.00	\$150,394.00	\$150,394.00	\$150,394.00

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2024-2025 Salary Guide								
YEARS	STEP	HS PRINCIPAL	MS PRINCIPAL	ELEM. PRIN.	12 Month Supervisor	ASST. PRIN	Supervisor of Athletics	
0	1	\$152,462.00	\$145,262.00	\$144,362.00	\$140,462.00	\$140,462.00	\$140,462.00	
1	2	\$153,462.00	\$146,262.00	\$145,362.00	\$141,462.00	\$141,462.00	\$141,462.00	
2	3	\$154,462.00	\$147,262.00	\$146,362.00	\$142,462.00	\$142,462.00	\$142,462.00	
3	4	\$155,462.00	\$148,262.00	\$147,362.00	\$143,462.00	\$143,462.00	\$143,462.00	
4	5	\$156,462.00	\$149,262.00	\$148,362.00	\$144,462.00	\$144,462.00	\$144,462.00	
5	6	\$157,462.00	\$150,262.00	\$149,362.00	\$145,462.00	\$145,462.00	\$145,462.00	
6	7	\$158,462.00	\$151,262.00	\$150,362.00	\$146,462.00	\$146,462.00	\$146,462.00	
7	8	\$159,462.00	\$152,262.00	\$151,362.00	\$147,462.00	\$147,462.00	\$147,462.00	
8	9	\$160,462.00	\$153,262.00	\$152,362.00	\$148,462.00	\$148,462.00	\$148,462.00	
9	10	\$161,462.00	\$154,262.00	\$153,362.00	\$149,462.00	\$149,462.00	\$149,462.00	
10	11	\$162,462.00	\$155,262.00	\$154,362.00	\$150,462.00	\$150,462.00	\$150,462.00	
11	12	\$163,462.00	\$156,262.00	\$155,362.00	\$151,462.00	\$151,462.00	\$151,462.00	
12	13	\$164,462.00	\$157,262.00	\$156,362.00	\$152,462.00	\$152,462.00	\$152,462.00	
13	14+	\$165,462.00	\$158,262.00	\$157,362.00	\$153,462.00	\$153,462.00	\$153,462.00	

Educational Stipends Masters +30 \$2,000 Doctorate \$3,000

Longevity

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After 15 years in the district	\$1,500.00
After 20 years in the district	\$3,000.00
After 25 years in the district	\$4,000.00

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ARTICLE XI DURATION OF AGREEMENT

A. Duration Period

a. This Agreement shall be effective for the period commencing July 1, 2022, and shall continue in effect to June 30, 2025, subject to the administrator's right to negotiate over a successor agreement as provided in Article II. It is agreed between the parties, however, that the terms and conditions set forth herein shall continue to the extent of the provisions of PERC and/or New Jersey courts of jurisdiction.

B. Status of Incorporation

a. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, all on the day and year first slated below:

ON BEHALF OF THE PLEASANTVILLE ADMINISTRTORS ASSOCIATION:

PRESIDENT

DATE: 2/13/25

ON BEHALF OF THE BOARD OF EDUCATION:

Vatricia D. Kinj

PATRICIA KING; BOARD VICE PRESIDENT

ATTEST

BUSINESS ADMINISTRATOR/BOARD SECRETARY

DATE: C

DATE: 2/13/3025