

AGREEMENT

Between

**THE EGG HARBOR TOWNSHIP
BOARD OF EDUCATION**

and

**THE EGG HARBOR TOWNSHIP
PRINCIPALS' AND SUPERVISORS' ASSOCIATION**

JULY 1, 2018

to

JUNE 30, 2021



ARTICLE I RECOGNITION

- A. The Egg Harbor Township Board of Education (hereafter called the "Board") hereby recognizes the Egg Harbor Township Administrators'-Supervisors' Association (hereafter called the "Administrators' Association") as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all certified administrative personnel, excluding the Superintendent, Assistant Superintendent, the Business Administrator and/or Board Secretary, all employees considered confidential by law and all other employees.
- B. Unless otherwise indicated, the term "administrators", when used hereafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male administrators shall include female administrators.

ARTICLE II NEGOTIATING PROCEDURE

- A. On or before **October 1, 2020**, the Association shall meet with the Board and present to them its demands.
- B. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment. Such negotiations shall begin in accordance with rules and regulations of the New Jersey Public Employment Relations Commission. Any agreement so negotiated shall apply to all administrators, be reduced to writing, be signed and adopted by the Board and the Administrators' Association.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a claim by an administrator that he has suffered harm or injury based upon the interpretation, application, or violation of this Agreement. In the event a group of administrators allege the same harm or injury, such grievance may be entered by the Association and shall be signed by the administrators concerned.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level equitable solutions to the problems that may from time to time arise affecting administrators. Both parties agree that the proceedings up to and including the Board shall be informal, confidential, and that all parties deemed in interest may be present.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted by the end of the school year or as soon thereafter as is practicable.
3. Failure to follow the time allotments of the grievance procedure by the grievant shall constitute a bar to further processing unless the aggrieved person and the Board shall mutually agree upon a longer time period in writing.

D. Grievance Progression

1. **Level One**: An administrator or a group with a grievance shall first discuss it with the Director of Human Resources.
2. **Level Two**: If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he shall file the grievance in writing specifying the Articles(s) violated and the remedy requested within fifteen (15) calendar days of the occurrence or when the administrator should have known of the occurrence of the grievance, with the Superintendent. The Superintendent shall respond in writing within five (5) working days of receipt of the written grievance.
3. **Level Three**: If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he shall within five (5) working days after a decision by the Superintendent, submit his grievance to the Board of Education. The Board may, at its option, appoint a committee to hold a hearing on the grievance or it may dispose of the grievance based upon the written record. The Board shall, within thirty (30) working days after receipt of the grievance, dispose of the grievance.
4. **Level Four**: If the grievant, is not satisfied with the disposition of the grievance by the Board, the Association may request binding arbitration pursuant to the rules and regulations of the American Arbitration Association and shall make such request to

the American Arbitration Association, with a copy to the Board, within ten (10) working days after receipt of the disposition of the grievance by the Board.

5. The only grievances that may be arbitrated are those based upon the allegation that there has been a violation of the terms and conditions of employment as detailed in the locally negotiated Agreement. The arbitrator shall have no authority to rule on grievances which concern an interpretation, an application, or alleged violation of policies and administrative decisions affecting terms and conditions of employment or statutes and regulations setting terms and conditions of employment.

E. Miscellaneous

1. Cost

In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and Association, including per diem expenses, travel, and cost of the hearing room.

2. The arbitrator's authority and jurisdiction shall be limited to the interpretation, application, or violation of this Agreement. He can add nothing to, subtract from, nor modify in any manner the terms of the Agreement between the parties or any policy of the Board. The recommendation of the arbitrator shall be binding.

3. Representation

Any aggrieved person, at Level Two and above, may be represented by himself, or at his option, by a representative selected or approved by the Association. The grievant shall be present at all states of the grievance procedure.

4. In the event it is necessary to schedule any step of the grievance procedure during school hours, the grievant and his representative and any witnesses that may be required to appear shall be released without loss of pay.

**ARTICLE IV
ASSOCIATION RIGHTS AND PRIVILEGES**

- A. During negotiations and for the purpose of resolving grievances, the Board shall make available to the Association for inspection, all pertinent records, data, and information of the School District that fall within the public domain.
- B. The Association and its representatives shall have the right to use school facilities in accordance with the Board policy at all reasonable hours for meetings.
- C. The Association shall have the right to use for Association purposes school facilities and equipment, including computers, duplicating equipment, calculation machines, and all

types of audiovisual equipment before or after school hours on school premises when such equipment is not otherwise in use. The Association shall pay for and furnish materials and supplies for such use. Equipment shall not be removed from school premises.

- D. The Association shall have the right to use the inter-school mail facilities and school mail, as it deems necessary for Association business. Whenever any representatives of the Association or any administrator is mutually scheduled by the parties to participate during the working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.

ARTICLE V ADMINISTRATORS' RIGHTS

- A. Every administrator shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities for mutual aid and protection. As a duly selected body, exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, that it shall not discriminate against any administrator with respect to hours, wages, or any terms and conditions of employment by reason as his membership or lack of membership in the Association and its affiliates, his participation or lack of participation in the legal activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.
- B. Nothing contained therein shall be construed to deny or restrict any administrator such rights as he may have under 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.
- C. No administrator shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such action asserted by the Board of Education or any agent or representative thereof, shall be subject to the Grievance Procedure herein set forth.
- D. Whenever any administrator is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that administrator's position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.
- E. Whenever any administrator is required to appear before any agent of the Board on a matter, which involves a reprimand, or some disciplinary action, the administrator shall

receive reasonable written notice of the meeting, which will include the reason for such meeting. This provision shall not interfere with the evaluation process as prescribed by law.

- F. Disciplinary letters to be incorporated into the personnel file of an administrator shall be cosigned by the Superintendent of Schools in addition to the signature of the initiating agent of the Board.

ARTICLE VI ADMINISTRATORS' SALARIES

- A. The salaries of all administrators covered by the Agreement are set forth in the salary disbursement which is attached hereto and made a part hereof. Pay will be distributed on the 15th and 30th of each month for which an administrator receives compensation. All administrators will participate in direct payroll deposit.

- B. Salary ranges for new hires will be as follows for the duration of the contract:

10 Month (10 Day) Supervisor	\$75,000 - \$95,000
12 Month Supervisor	\$87,000 - \$112,000
10 Month (10 Day) Ass't. Principal	\$80,000 - \$100,000
12 Month Ass't. Principal	\$91,000 - \$116,000
Elementary Principal	\$95,000 - \$120,000
Middle School Principal	\$100,000 - \$130,000
High School Principal	\$110,000 - \$140,000

- C. The administrators shall receive the following percentage salary increases for each year of the agreement:

2018 - 2019 – 2.8%

2019 – 2020 – 2.8%

2020 – 2021 – 2.8%

D. Economic Fringe Benefits

The administrators shall receive the following economic fringe benefits as outlined.

- 1. All twelve (12) month employees upon completion of the first year of employment will receive twelve (12) vacation days per year; fifteen (15) vacation days after completion of three years of service; and twenty (20) vacation days after completion of six years of service. Ten (10) vacation days may be taken during the academic year with the approval of the Superintendent, providing appropriate internal coverage can be arranged.

Twelve (12) month employees may bank five (5) unused vacation days.

2. Insurance Protection

- a. The Board shall provide the Health Care Insurance protection designated below. The Board shall pay the full family premium for each employee as indicated by and in compliance with NJ State Code/Regulations.
- b. After full implementation of Chapter 78, P.L. 2011 (Tier 4) the parties agree the contribution levels shall remain at the level (Level 4) for the duration of this Agreement unless there is a sunset or repeal of Chapter 78. Upon the change of Chapter 78, both parties agree to re-open the health contribution section. It is further agreed upon that these contribution levels shall be subject to collective negotiations in a manner similar to other negotiable items between the parties.
- c. The health insurance carrier shall be the District's major medical program for medical benefits for all employees.
- d. The Association members and family will receive the District's major medical program.
- e. The Association members and family will receive the District's prescription plan at the same rate all District employees receive.
- f. The Association members and family will receive District's dental insurance plan at the same rate all District employees receive.
- g. The Association members continue to have option for a Section 125 Plan (allows spouses who have dual health and/or prescription coverage to withdraw from the Board's plan, and receive a fixed dollar amount at the 2008-2009 levels, renewed annually. This plan also provides for childcare and an unreimbursed medical cost fund.

3. Sick Day Buyout

- a. Administrators hired after January 1, 1999, shall be permitted to accumulate sick *days*. Administrators hired after January 1, 1999, shall be eligible for a sick-*day* buyout at the rate of their per diem times the number of sick days accumulated, not to exceed \$15,000. This compensation shall be made to the administrator for accumulated unused sick days at the time of retirement.
- b. Administrators who are members of the bargaining unit prior to January 1, 1999, shall have their accumulated sick days capped as of June 30, 1999. The

administrators shall be permitted to add an additional six days of accumulated sick leave, to the compensatory capped bank, in the event there are an additional six unused days that have accumulated during the contract year July, 1999 through June 30, 2000. Administrators who were hired and became members of the bargaining unit prior to January 1, 1999, who retire from the system by submission of the appropriate paper work and approval by the State Pension Board, shall be paid a terminal payment, which shall be computed by multiplying 60% of the number of unused sick days within the compensatory capped band accumulated to the administrator's daily salary in effect on June 30, 1999. (The compensatory capped bank equals the number of capped days as of June 30, 1999 supplemented by up to an additional six days which can be earned during the year July 1, 1999 through June 30, 2000) or as New Jersey statute would supersede.

- c. The procedure to be followed for administrators to receive the terminal payment shall be as follows:
 - 1) Submit a signed letter notifying the District of retirement no later than November 1st of the fiscal year prior to the year of retirement.
 - 2) If a member of the unit elects to defer the retirement bonus pay until the subsequent January, then such shall be done if such request is given to the District in writing.

4. Sick Leave

- a) Each twelve (12) month administrator shall be entitled to twelve (12) accumulated sick leave days per year. Each ten (10) month administrator shall be entitled to ten (10) accumulated sick leave days per year.
- b) Administrators hired with previous experience and a Sick Day Bank will be able to carry 25% of their Sick Days-- not to exceed 25 days.

5. Sabbatical Leave

- a) Administrators shall be eligible for a sabbatical leave in the District with at least seven (7) years of service within Egg Harbor Township and hold tenure as an administrator. No more than one (1) administrator may be on leave during any one fiscal year. An administrator shall be entitled to 5% of his regular salary that shall be paid on the regular payroll schedule of the District. Prior to leaving on sabbatical leave, the administrator shall be placed on the salary disbursement at the level, which he would have achieved had he remained actively employed in the system during the period of the leave. Sabbatical leave will be approved for full time educational studies, which have relevance to the position and title. The sabbatical leave requires approval by the Board of Education.

6. Temporary Leave of Absence – Administrators are entitled to the following:

- a) Death in the Family – Absence due to a death in the administrator’s immediate family or household shall be allowed with pay for the required period up to five (5) school days. Their “immediate family” shall include spouse, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, child, grandparent, grandchild, stepparent, any person for whom the employee is the legal guardian, and any other member of the immediate household who is legally related. **Absence due to a death of paternal/maternal aunt/uncle shall be allowed with pay for the required period up to two (2) school days per occurrence.**
- b) Critical Illness in the Family – Two (2) days per year. Critical Illness days require a doctor’s note. In the event a doctor’s note is not supplied the employee will be charged a personal day for the absence. In the event the employee has exhausted all personal days the employee will be charged a vacation day. In the event the employee has exhausted personal and vacation days, the employee will be docked.
- c) Personal Leave – Three (3) days; if unused, the three (3) days shall be converted to sick leave at the end of the fiscal year.
- d) Maternity Leave – Female administrators may take up to twenty (20) days before and after the birth of a child. Any sick time take before and after the birth of the child shall be counted towards any leave taken pursuant to the Family Medical Leave Act (FMLA) and New Jersey Medical Leave Act (NJFLA). All other medical leaves will be in accordance with FMLA and/or NJFLA. Where applicable, FMLA and NJFLA will run concurrently.
- e) **Ten month ten (10) day Administrators will receive three (3) administrative leave days off during the school year (September 1 – June 30). Such administrative leave days are contingent upon written consent of the building Principal and after such consent, written approval by the Superintendent at least three (3) days before taking such leave.**

7. Other Leaves of Absence

- a) Administrators may apply to the Board for a one (1) year leave of absence for the purpose of caring for their infant child.
 - b) All administrators may apply to the Board for an extended leave of absence.
8. All travel reimbursement must be consistent with N.J.S.A. 18:11-12, and the OMB Circular, where applicable, and approved by the Board prior to the trip. Reimbursement for mileage reimbursement is for school related business that takes place outside of the school district’s boundaries.

9. All administrators shall work the school calendar and receive holidays during the summer as recognized by the Board. In the event of an emergency, the Superintendent may approve the carry-over of ten (10) unused vacation days to be taken in the next fiscal year.

10. Professional Development

- a) To assist administrators in keeping abreast of current developments in education and in improving their administrative skills, the Board agrees to provide \$1600 per year per person for professional growth programs such as memberships, conferences, tuition, professional subscriptions and materials. The State of New Jersey mentoring fees shall qualify as an eligible expense.
 - b) All travel reimbursement must be consistent with N.J.S.A. 18:11-12, and the OMB Circular, where applicable, and approved by the Board prior to the trip.
 - c) The Board shall provide two (2) professional days with mileage expenses for the administrators upon the Superintendent's approval.
11. Administrators may individually elect to have a percentage of their pay automatically deducted and deposited in the local credit union.
12. The Board will establish a fund of five hundred dollars (\$500) for payment of valid claims by administrators for clothing or personal property damaged as a result of physical contact with students which may occur while the administrator is attempting to maintain discipline and order in school **or** at a school related function.
13. The Board agrees that in the event an administrator is entitled to legal fees in accordance with N.J.S.A. 18A:16-6, the Board shall also reimburse the administrator reasonable legal fees incurred to expunge the administrator's arrest record arising out of the incident for which legal defense was required.
14. **Longevity** – The administrators shall have the following longevity schedule for administrative experience in the Egg Harbor Township School District and the values are non-cumulative, after:

10 years	\$ 750
15 years	\$1,000
20 years	\$1,250
25 years	\$1,500

15. The initial salary placement of any employee hired to be a member of the bargaining unit shall be the sole prerogative of the Board. The only exception shall be in the event where the individual hired is already member of the administrator's bargaining unit, then in that event, the bargaining unit shall be permitted to consult with the Board regarding the initial placement in the salary range.

16. For the duration of this contract, stipend amounts for advanced degrees will be as follows:

MA+15	\$2,050
MA+30	\$2,550
MA+45	\$3,050
Doctorate	\$3,550

17. The Board agrees to allow administrators to submit a proposal for donation of sick days for consideration to be mutually agreed upon by the Association, the Superintendent and the Board.

18. Internal Transfers

a) An administrator moving from a 10 month-10 day position to the same 12 month position (i.e., supervisor to supervisor, or assistant principal to assistant principal) will have their salary adjustment calculated on a per diem basis, as per the following formula:

10 month-10 day salary divided by 210 days to derive the per diem and then the per diem rate shall be multiplied by 240 days to establish the 12 month salary.

b) An administrator moving to a new position shall be paid at the salary determined by the recommendation of the Superintendent and approval of the Board. No transfer would be recommended that would cause the administrator to make less money than they would make in their current position.

**ARTICLE VII
BOARD RIGHTS CLAUSE**

A. Except as otherwise specified in this agreement, the Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent authorized by law.

B. 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 grievances and any effect thereof shall have been fully determined.

- C. It is understood by all parties that under the ruling of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or power granted by law.

ARTICLE VIII WORK YEAR

A. Twelve (12) Month Administrators

The work year for twelve (12) month administrators shall be from July 1st through June 30th. Holidays shall be in accordance with the school calendar.

B. Ten (10) Month- Ten (10) Day Administrators

The work year for ten (10) month- ten (10) day administrators shall be September 1st through June 30th with ten (10) additional work days to be mutually scheduled with the superintendent or building principal for the period between July 1st and August 31st. Holidays for such ten (10) month administrators shall be in accordance with the school calendar. **Additionally, such (10) month administrators required by the Superintendent to work any days past their contract will be compensated at a per-diem rate equal to 1/210th of their base salary.**

All supervisors will have K through 12 curriculum responsibilities as per Board policy. The scope of these responsibilities will be reflected in the Board Policy job description developed in cooperation with the supervisors.

C. Ten (10)Month Assistant Principals

The work year for ten (10) month assistant principals shall be September 1st through June 30th. Holidays for such ten (10) month assistant principals shall be in accordance with the school calendar.

All ten (10) month assistant principals employed after March 1, 2004 (date of mutual agreement) will be ten (10) month and ten (10) day employees. The ten (10) days between July 1st and August 31st will be determined by the superintendent or building principal.

ARTICLE IX MODIFICATION

- A. This agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

Whenever any noticed is required to be given by either of the parties to this Agreement, to the other, pursuant to the provisions, of this Agreement, either party shall do so in writing at the following address:

If by the Association to the Board:
Egg Harbor Township Board of Education
13 Swift Drive
Egg Harbor Township, New Jersey 08234

If by the Board to the Association President:
Mr. James Battersby
Fernwood Avenue Middle School
4034 Fernwood Avenue
Egg Harbor Township, New Jersey 08234

ARTICLE X
DURATION OF THE AGREEMENT

- A. **This Agreement shall be effective beginning July 1, 2018 and continue through June 30, 2021.**

- B. In witness whereof, the Association and Board have caused this Agreement to be signed by its presidents and attested by its secretaries, all on the day and year noted below.

EGG HARBOR TOWNSHIP PRINCIPALS' – SUPERVISORS' ASSOCIATION

By _____ Date

President

By _____ Date

Secretary

EGG HARBOR TOWNSHIP BOARD OF EDUCATION

By _____

President

Date

By _____

Secretary

Date