

A G R E E M E N T

Between

**THE EGG HARBOR TOWNSHIP
BOARD OF EDUCATION**

and

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

July 1, 1993

to

June 30, 1995

**ARTICLE I
RECOGNITION**

- A. The Egg Harbor Township Board of Education (hereinafter called the "Board" hereby recognizes the Egg Harbor Township Administrators' - Supervisors' Association hereinafter 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, 1994 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 which 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 Superintendent.

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 Article(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 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 grievance which may be arbitrated are those based upon the allegation that there has been a violation of the express written terms of 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 representation selected or approved by the Association. The grievant shall be present at all stages 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 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 typewriters, mimeographing machines, other duplicating equipment, calculating 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 to 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.
 - 1. 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. This does not pertain to an administrator or supervisor appearing before the board for informational or reporting purposes.
 - 2. 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.
- E. Disciplinary letters to be incorporated into the personnel files 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 guide which is attached hereto and made a part hereof.

B. Economic Fringe Benefits

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

1. Twenty (20) days of vacation after one (1) year 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. (12 month personnel)
2. The Health Insurance Carrier shall be the New Jersey Health Benefits Plan with Rider J for the basic hospitalization and medical surgical coverage and Prudential for the major medical coverage. HMO is also available for the administrator.
3. a. The administrators will receive a family prescription plan.
b. The Board will pay the premium for a Dental Insurance program for each administrator and family.
4. a. Administrators who retire from the system shall be paid a terminal payment which shall be computed by multiplying sixty percent (60%) of the number of unused sick days accumulated to the Administrator's daily salary in effect at the time of retirement.
b. 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.
5. Administrators shall be eligible for a sabbatical leave in the District with at least five (5) years of service as an administrator. No more than one (1) Administrator may be on leave during any one fiscal year. An Administrator shall be entitled to 50% of his regular salary which 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

schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of the leave.

6. Each twelve (12) month administrator shall be entitled to twelve (12) accumulative sick leave days per year. Each ten (10) month administrator shall be entitled to ten (10) accumulative sick leave days per year.
7. Administrators transferring into the district shall receive their sick days. These days are to be kept separate from cumulative sick days accrued in this district and will not be eligible for terminal payment. This provision is retroactive to administrators who entered the district from 1983.
8. Temporary Leave of Absence - Administrators are entitled to the following:
 - A. Death in the family - Five (5) days
 - B. Critical illness in the family - Two (2) days
 - 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 - Female administrators may take up to twenty (20) days before and after the birth of a child.
9. Other Leaves of Absence
 - A. Administrators may apply to the Board for a one (1) year's leave of absence for the purpose of caring for their infant child.
 - B. All administrators may apply to the Board of Education for an extended leave of absence.
10. Administrators shall receive mileage reimbursement for school business in an amount specified by the Internal Revenue Service.
11. All administrators shall work the school calendar and receive holidays during the summer as recognized by the Board of Education. 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.

12. When an administrator is summoned to the school due to an emergency or at the request of the Egg Harbor Township Police Department, the administrator shall be entitled to four hours of compensatory time per call back. Compensatory time must be taken with the approval of the Superintendent and no smaller than half-day increments.
13. Administrators will have the Principals' and Supervisors' Association dues paid by the Board of Education.
14. A. The Board shall promote professional growth experiences for the Administrators by providing \$10,000.00 for attendance at national conventions including AASA, AASA, NASP, NAESP, and ASCD. Expenses will include transportation, lodging and registration fees. No more than four (4) work days can be included in the trip. A written report must be submitted to the Superintendent within ten (10) days upon return from the convention. The Association shall recommend, on a rotating basis, which Administrators will attend the appropriate conventions. These travels may also include national and state seminars and institutes.

B. The Board shall provide two (2) professional days with mileage expenses for the Administrators upon the Superintendent's approval.
15. Administrators may individually elect to have a percentage of their pay automatically deducted and deposited in the Atlantic Burlington Credit Organization (ABCO).
16. 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 at a school related function..

**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, in 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
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.
- B. Whenever any notice is required to be given by either of the parties to this Agreement, to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing at the following address:
 - 1. If by Association, to Board:
Board of Education of Egg Harbor Township
202 Naples Avenue
West Atlantic City, New Jersey 08232
 - 2. If by Board, to Association President:
Louis DellaBarca
Swift School
5 Swift Drive
Pleasantville, New Jersey 08232

**ARTICLE IX
WORK YEAR**

A. Twelve (12) Month Administrators

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

B. Ten (10) Month Administrators

The work year for ten (10) month administrators shall be September 1st through June 30th with ten (10) additional work days to be mutually scheduled with the Superintendent for the period between June 30th and August 31st. Holidays for such ten (10) month administrators shall be in accordance with the School Calendar.

**ARTICLE X
DURATION OF THE AGREEMENT**

- A. This Agreement shall be effective upon the date of signing and continue through June 30, 1995.
- 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 Louis Della Barca Date 5-24-93
President

By Antoinette MacQueen Date 5/26/93
Secretary

EGG HARBOR TOWNSHIP BOARD OF EDUCATION

By [Signature] Date 5/27/93
President

By [Signature] Date 5/27/93
Secretary

STEP	Ten (10) Month Supervisor	Twelve (12) Month Supervisor	Assistant Principal	Elementary Principal	Middle School Principal	High School Principal
1-4	40674	57508	59087	63073	66145	69761
5	41492	58319	59496	63803	66922	70491
6	42310	59130	59909	64533	67699	71221
7	43128	59941	60723	65263	68476	71951
8	43946	60752	61542	65993	69253	72681
9	44765	61563	62360	66723	70030	73411
10	45583	62374	63178	67453	70807	74141
11	46401	63190	63997	68183	71584	74871
12	47219	64212	64815	68919	72361	75608
13	48037	65234	65808	69737	73138	76475
14	48855	66256	66801	70555	73915	77342
15	49675	67281	67794	71374	74700	78209
16	51311	67982	68789	72893	75791	79077

Longevity

17 yrs. \$800
 20 yrs. \$1000
 25 yrs. \$1200

Credits

MA+15 \$1000 Ph.D./Ed.D. \$2500
 MA+30 \$1500
 MA+45 \$2000

STEP	Ten (10) Month Supervisor	Twelve (12) Month Supervisor	Assistant Principal	Elementary Principal	Middle School Principal	High School Principal
1-4	43114	60958	61765	66857	70113	73947
5	43731	61725	62750	67564	70908	73950
6	44348	62492	63188	68265	71694	74739
7	44967	63259	63622	68966	72480	75528
8	45834	64026	64485	69667	73266	76317
9	46701	64793	65353	70368	74052	77106
10	47568	65560	66220	71069	74838	77895
11	48436	66327	67087	71770	75624	78684
12	49303	67099	67955	72471	76410	79473
13	50170	68544	68822	73172	77196	80262
14	51037	69989	70556	74473	77982	81092
15	51904	71436	72291	75774	78768	81922
16	52773	72061	72916	77267	79554	82754

Longevity

17 yrs.	\$800
20 yrs.	\$1000
25 yrs.	\$1200

Credits

MA+15	\$1000
MA+30	\$1500
MA+45	\$2000

Ph.D./Ed.D. \$2500