

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE EATONTOWN BOARD OF EDUCATION**

**And**

**THE EATONTOWN ADMINISTRATORS' ASSOCIATION**

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**Effective July 1, 2011 through June 30, 2014**

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Dated: March 14, 2011

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**PREAMBLE**

This Agreement entered into this 1<sup>st</sup> day of July 2011, by and between the **BOARD OF EDUCATION OF THE BOROUGH OF EATONTOWN, NEW JERSEY**, hereinafter called the “Board” and the **EATONTOWN ADMINISTRATORS’ ASSOCIATION**, hereinafter called the “Association,” incorporates the Articles hereinafter indexed and further defined.

**ARTICLE I**

**RECOGNITION**

- A. The Board hereby recognizes the Association as the majority representative for collective negotiations concerning terms and conditions of employment for all Administrators and other supervisory personnel under contract, or on approved leave, in accordance with N.J.S.A. 34A:13-1 et seq., the New Jersey Employer-Employee Relations Act of 1968.
- B. Unless otherwise indicated, the term “Administrators” when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as defined above, and references to Administrators shall include employees covered in Section A.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. Either party may submit in writing proposals for collective negotiation prior to the date set down under Public Employee Relations Committee rules. Negotiations shall commence no later than 120 days prior to budget submission and ground rules shall be determined by the parties in negotiation at the first meeting. At least four (4) meetings shall be held between the 120<sup>th</sup> day and 90<sup>th</sup> day prior to budget submission.
- B. Any agreement so negotiated shall be reduced to writing and executed by both parties.
- C. This Agreement shall not be modified in whole or in part except by an instrument in writing executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

- A. Definitions
  - 1. A “grievance” is a claim by an Administrator or the Association that there has been a misinterpretation, misapplication or violation of the provisions of this agreement, policies and administrative decisions affecting the terms and conditions of employment of an Administrator or group of administrators; however, the term “grievance” and the procedure relative thereto, shall not be applied to the following matters:

- (a) Matters for which a method of review is required either by law or by any rule or regulation of the State Commissioner of Education.
  - (b) Any matter which, according to law, is exclusively within the jurisdiction of the Board.
2. An “aggrieved person” is a person or persons included in the negotiating unit and making the claim.
  3. A “party in interest” is a person making the claim, and any person(s) or the Association 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 resolve, at the lowest possible level, differences which may from time to time arise affecting the terms and conditions of employment of Administrators subject to Paragraph E.5. of this Article, and as may be appropriate without disclosure at any level of procedure.
2. Nothing herein contained shall be construed as limiting the right of any Administrator having a grievance to discuss the matter informally and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure before the end of the school year, and if left unresolved until the beginning of the following year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced proportionately between the aggrieved person and the Board so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as its practicable.

**LEVEL I**

3. An Administrator with a grievance shall discuss it first with the Superintendent, either directly or through the Association's representative, within 10 school days of the occurrence of the event, situation or incident which gave rise to the grievance, with the objective of resolving the matter informally at this level. In the event the Superintendent decides that the resolution of the grievance is beyond the scope of his authority he shall forward such grievance in writing to the Board of Education and the processing of such grievance shall proceed to Level II. Notwithstanding anything to the contrary set forth herein, all grievances concerning Board

Policy shall be initially filed with the Superintendent who shall forward it to the Board for processing under Level II.

**LEVEL II**

4. If the aggrieved person is not satisfied with the disposition of this grievance at Level I, or if no decision has been rendered within ten (1) school days after grievance was delivered to the Superintendent, he may, within five (5) school days after the decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Chairman of the Negotiations Committee submit his grievance to the Board of Education. If the Board of Education fails to resolve the grievance to the satisfaction of the aggrieved within fifteen (15) school days after the receipt thereof, he or she may take the following action depending on the nature of the grievance:
  - a. Should the grievance related to a complaint of a non-tenured Administrator which arises by reason of his or her not being re-employed, the grievance shall not be grievable beyond the level of the Board.
  - b. Should the grievance related to an alleged violation, misapplication or misrepresentation of the terms of this contract, then the Board and the Association's Negotiations Committee shall resort to arbitration, and attempt to agree upon a mutually acceptable Arbitrator and shall obtain from said Arbitrator a

commitment to serve. The Arbitrator may not be a member or employee or either the Board, the Association, the NJPSA, the School Board's Association or any other member of the Eatontown School System. If the parties are unable to agree upon an Arbitrator or obtain a commitment within the period specified, a request for a Panel of Arbitrators may be made to the American Arbitration Association or the Public Employment Relations Commission, respectively, in the selection of the Arbitrator.

5. The Arbitrator so selected shall confer with the representatives of the Board and the Negotiations Committee and hold hearing promptly. The Arbitrator shall be limited to the issue submitted and shall consider nothing else. He/she can add nothing to nor subtract anything from the agreement between the parties. His/her decision shall be in writing and shall set forth his/her find of fact, reasoning and conclusions on the issues submitted.
6. The Arbitrator shall be without power or authority to make any award which requires the Commission of an act prohibited by law or which is violative to the terms of this Agreement. The award of the Arbitrator shall be submitted to the Board and to the Association and shall be final and binding on all parties.
7. The cost for the services of the Arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.



D. Rights of Administrators to Representation

1. The aggrieved party may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative of his/her choice or by a representative selected or approved by the Association. When an Administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or any members of the Administration against any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance arising out of the same transaction materially affects a group or class of Administrators, the Negotiations Committee may submit such grievances in writing to the Superintendent directly and the processing of such grievance shall commence at Level I.
2. Decisions which are rendered at Level I which are unsatisfactory to the aggrieved person and all decisions rendered at Level II of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the Negotiations Committee of the Association.

Decisions rendered at Level II shall be in accordance with Paragraph C(4)(b).

3. All written communications transmitted between the aggrieved person(s) or the Association, Superintendent or Board of Education will be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. The forms used in filing grievances (supplied by the Association) shall be prepared jointly by the Superintendent and the Association.
5. All meetings and hearing under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

#### **ARTICLE IV**

##### **ADMINISTRATORS' RIGHTS**

- A. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support of refuse to join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental powers 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 teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey or the Constitution of New Jersey or the United States; that it shall not discriminate against any Administrator

with respect to terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any legal activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any Administrator or the Board of Education such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.

- C. Just Cause Provision

No Administrator shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his/her professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

## ARTICLE V

### ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association, upon request, all available public information concerning the financial resources of the district, registers of certificated personnel, agendas, and minutes of all Board meetings whether special or regular meetings.
- B. Representatives of the Association, the New Jersey Principals and Supervisors Association shall be permitted to transact official Association business on all

school property at all reasonable times during the day except when the property is not occupied as professional duties require, provided that this shall not interrupt nor interfere with normal school operations, nor the immediate obligations of the Principal so concerned.

- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that this shall not interrupt or interfere with normal school operations or the immediate obligation for the Administrators. The Superintendent of Schools shall be notified in writing in advance of the time and place of all such meetings. His/her prior approval is required subject to Board policy.
- D. The Association shall have the right to reasonable use of the interschool mail facilities and school mail boxes for Association materials as it deems it necessary without the approval of the Superintendent or the Board of Education. Such material shall be identified as Association materials. The Eatontown Board of Education shall be indemnified from any action, liability, judgments, or costs incurred, including any retroactive payment of postage, under provisions of this paragraph.
- E. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the executive representative of the teachers and to no other organizations.

**ARTICLE VI**

**SCHOOL CALENDAR**

The Superintendent shall submit to the Administrators' Association a proposed school calendar for comments at least fifteen (15) days prior to its adoption.

**ARTICLE VII**

**ADMINISTRATORS ASSIGNMENT**

- A. All Administrators shall be given written notice of tentative changes in building assignments for the forthcoming year by June 1<sup>st</sup> when possible. Should a change be required after this date, written notice will be sent to the Principal at his/her home or file address by certified mail.
- B. The Administrators so affected shall be given the opportunity to discuss any assignment with the Superintendent. The Administrator so affected can further discuss the matter with the Board of Education.
- C. Administrators who use their automobile for authorized interschool travel shall be reimbursed at the prevailing rate. Such mileage shall not be reimbursable for travel to or from home, according to policy established with the Superintendent and approved by the Board of Education.
- D. Positions that are advertised outside the Eatontown School District for Administrators and other supervisory personnel, shall also be posted in each school of the District at the same time.

**ARTICLE VIII**

**VOLUNTARY TRANSFERS AND ASSIGNMENTS**

- A. On or about May 1, the Superintendent shall post in all school buildings a list of expected vacancies for the following school year.
- B. Administrators who desire a change in assignment may file a written statement of such desire with the Superintendent stating the position to which the transfer is requested. Such requests will be considered when scheduling is made, but this consideration is not intended to limit the flexibility of the Administration.

**ARTICLE IX**

**INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

Notice of an involuntary transfer or reassignment shall be given to the Administrator affected in writing, in person or by certified mail to the individual Administrator's home or file address when determined by the Board of Education. The Administrator so affected may request and be granted a conference with the Superintendent of Schools or his/her designee concerning such change. This provision is not intended to limit the flexibility of the Administration.

**ARTICLE X**

**ADMINISTRATOR'S SICK LEAVE AND ABSENCES**

A. Personal Illness

1. Administrators employed by the Board of Education of Eatontown Borough shall be allowed sick leave with full pay for twelve (12) days in any school year in accordance with Chapter 188, P.L. 1954.
2. Personal illness is hereby defined as absence from his or her duty because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of contagious disease or being quarantined for such a disease in his/her immediate household.
3. If any Administrator shall be absent for five or more consecutive days, he/she shall be required to visit the school physician or his/her own physician for the purpose of obtaining a physical certification before returning to duty. Notwithstanding the foregoing, the Superintendent of Schools may, at his/her sole discretion, require a physical certification from any Administrator after any absence, no matter what the length of time involved.
4. If any Administrator shall utilize, in any school year, less than the twelve (12) days provided above, the remaining days shall be accumulative for additional sick leave with pay.

B. Death in Family

Upon to five (5) days of absence for each occurrence of a death of the following relatives: parent, child, spouse, brother, sister, grandchild, or other permanent members of the household family.

Up to three (3) days of absence for each occurrence of a death of the following relatives: mother-in-law, father-in-law, and teacher's or spouse's grandparents.

C. Illness in the Family

Three (3) days absence in one school year are allowed for illness in the immediate family defined in Paragraph B. This leave is non-cumulative.

D. Personal Business

1. Three (3) days absence in one school year are allowed for personal business, such as legal matters, death of people other than those of the immediate family as defined in Paragraph B. This leave is non-cumulative.
2. All requests must be in writing and approved by the Superintendent five (5) days prior to the day or days of absence. Personal business shall not be taken the day before or after a school holiday or a recess. The requirement for five (5) days' notice for personal business leave in case of an emergency or of death of people other than those in the immediate family may be waived by the Superintendent on a case by case basis. In cases, as defined in Section D.1., personal business days before or after a school holiday or recess may be granted by the Superintendent at his/her discretion, providing documentation to support request and thirty (30)



days notice. The Superintendent's decision shall not be grievable beyond the Superintendent's level of the grievance procedure and, therefore, not subject to arbitration procedure in Article III.

3. Unused personal business days may be accumulated as sick days, at the option of the Administrator, in which case the Administrator would not receive the personal day buy back at the end of the year.

E. Professional Leave

1. School and professional business leave will be submitted through and as authorized by the Superintendent.
2. Up to three (3) days professional leave per year will be granted to the Association President or his designee for the purpose of conducting Association business.

F. Unauthorized Leave

Unauthorized leave shall be considered a breach of contract and could result in dismissal.

G. Extended Leaves of Absence

1. Parental Leave
  - a. The Board of Education will grant an unpaid leave of absence for the disability phase of maternity to any regularly employed full-time Principal who is under tenure in the school system pursuant to the terms and requirements of Board Policy #3431.1 and the criteria set forth hereinafter.

- b. It is recognized that an Administrator's maternity leave request involves both a disability and a child care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child care phase is that period of time selected by the Administrator, in accordance with Paragraph 4 below, which follows the disability phase during which time the Administrator voluntarily suspends her Administrator's duties to care for the newborn or adoptive child.
- c. Disability Phase: At the time of the application the Administrator shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth; accumulated sick leave may be utilized for the leave of absence during this phase. The Administrator shall indicate on her application whether or not she elects to exercise this right.
- d. Child Care Phase: At the time of applicability for the disability phase leave the Administrator shall also indicate whether she is seeking a child care leave.
  - (1) An Administrator requesting the leave must have at least three (3) full years of service in the Eatontown School District.
  - (2) Such leaves of absence may be for one-half or one full school year at the request of the teacher and the approval of the Board. Extensions will only be granted in extreme

emergencies at the complete discretion of the Board of Education.

- (3) To avoid unnecessary interruptions in instruction, Administrators granted a child care leave shall return either the first day of school in September or the first day in January, after the Christmas holidays, whichever is closer to the termination date of the child care leave.
- (4) To be eligible for a salary increment and credit towards longevity payments, if any, and sabbaticals, an Administrator must work at least ninety (90) days in the school year(s) that the leave commences and terminates.
- (5) No benefits accrue to the Administrators who are on unpaid leaves of absence.

2. Leaves Due to Ill Health, Injury, Surgery or Other Equally Grave Emergencies.

An Administrator with this school system may be granted a leave of absence without pay for a maximum of one (1) school year on account of ill health, accidents, surgery or other equally grave emergencies; and/or for rest and recuperation pursuant to the terms of Board Policy #3431.1, and this contract.

3. Extensions of Other Authorized Leave

The Board of Education, on the recommendation of the Superintendent of Schools may grant additional leave for the categories under paragraphs A, B, C or E above under the following conditions:

- a. Extended leave may be granted by the Board of Education as provided herein, upon recommendation of the Superintendent of Schools but shall be limited so that no more than five (5) days of extended leave shall be extended to a non-tenure Administrator and no more than ten (10) days to a tenured Administrator.
- b. Leave for personal business as provided for in Article XD1 shall not be extended for any reason.
- c. The Board of Education may grant extended leave retroactively in special and extreme cases. The failure to obtain prior approval of extended leave may result in it being considered unauthorized leave as provided in Article X.F.

H. Category of Leave

The Administrator should determine and approve the category for leave in each case. If there is a conflict the matter will be brought to the attention of the Superintendent and finally to the Board.

I. Leave of Absence – Miscellaneous Provisions

- 1. An Administrator applying for temporary or extended leave of absence for causes other than those stated in the rules and regulations above, shall do

so in writing to the Board of Education. Such cases will be decided individually on their merits at the discretion of the Board.

2. The Board agrees that one (1) Administrator at a time designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.
3. The Board of Education reserves the right to regulate the commencement and termination dates of any anticipated extended leave of absence in order to preserve educational continuity. When this occurs, an Administrator placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on unpaid leave shall not be counted for accrual of any benefits.
4. Any physician's certificate required by this Article or Board Policy #330 is subject to agreement by the Board's physician based upon the Administrator's medical records and upon consultation with the Administrator's physician. If after such analysis the Board of Education's physician and the Administrator's physician are unable to agree then the two physicians shall agree in good faith on a third impartial physician who shall examine the Administrator and whose medical opinion shall be conclusive and binding on the medical issue.

J. Vacation

1. Eligibility

Vacation time will be earned through active employment at the rate of 1.8 days per month. The total vacation days each year will be twenty-two (22) days. These days may be utilized throughout the year earned or in the subsequent year with the approval of the Superintendent.

2. Application

Eligible employees must apply for vacation to the Superintendent for approval. Special consideration may be given in cases of emergencies. All applications are subject to the final approval of the Superintendent.

3. Termination

An employee who anticipates termination in this district may take accrued vacation prior to the termination date with proper approval as noted, ante. Accrued vacation shall be paid to the estate of a deceased employee or to a retiring employee.

K. Family and Medical Leave

In the event that the Family and Medical Leave Act or the Family Leave Act provides a leave greater than that set forth in this Article, an employee shall be eligible for consideration for said leave. The benefits set forth in this Article shall be considered as being included in the benefits provided by the Family and Medical Leave Act and/or the Family Leave Act and not over and above the Family and Medical Leave Act and/or the Family Leave Act.

## ARTICLE XI

### SABBATICAL LEAVE

The Board agrees to grant up to one (1) Sabbatical Leave each year in accordance with the following:

1. The approval of a Sabbatical Leave is the sole prerogative of the Board.
2. The applicant must have seven (7) years of experience in the Eatontown School District.
3. The Sabbatical must be for an approved graduate program and/or recipients of approved scholarships or fellowships. The Board shall have the right to inquire of the Administrator of the institution involved written verification from time to time, concerning the Administrator's status, progress and accomplishments while on Sabbatical Leave.
4. An Administrator granted a Sabbatical Leave will receive one-half of his/her salary for the period of time a leave is granted together with all of the fringe benefits he/she would normally receive if he/she were working the Eatontown School District at the time.
5. The Sabbatical Leave pay shall be based on the salary step the Administrator would have earned had he/she remained on active duty. Those regular deductions as required by law will be withheld from this compensation.
6. Upon his return from Sabbatical Leave, an Administrator will be required to remain with the Eatontown School District for a minimum of two full school years. He/she 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.

7. Requests for Sabbatical Leave must be received in writing by the Superintendent no later than January 1 and acted upon no later than April 15 of the year preceding the school year for which the Sabbatical is requested. The only exception to this provision shall be a recipient of an approved scholarship or fellowship who received notification of his/her award after the above deadline. Such a recipient shall receive consideration if the request for sabbatical leave is submitted in writing within ten (1) days of the notification of the award.

## **ARTICLE XII**

### **MEDICAL INSURANCE PROTECTION**

- A. The Board shall provide the following health care insurance protection for all certificated employees covered by this Agreement. The Board shall make payment of full individual or family insurance premiums as appropriate to provide insurance coverage for the full twelve month period for the following insurance at regular rate. New Jersey School Employees Health Benefits Program (Blue Cross/Blue Shield Insurance) Direct 10, Direct 15 and Blue Cross/Blue Shield Dental Service Plan.
- B. The Board reserves the right to select any carrier providing benefits are satisfactory to the Administrators' Association.



- C. Association members shall pay 1.5% of their base salary through the withholding of the contribution from pay, salary or other compensation for health care benefits.

### ARTICLE XIII

#### GRADUATE COURSE REIMBURSEMENT

- A. Tenured Administrators shall be reimbursed for approved course sup to maximum of twelve (12) credits per year. Reimbursement shall be at the “Rutgers – The State University” rate for each credit earned.
- B. Reimbursement is provided for fully certified Administrators taking courses that are job related to the Administrator’s duties or as part of an accredited graduate program. Fully certified shall mean holding permanent or regular certificate for the position held.
- C. Administrators desiring reimbursement must present a course description, bursar’s receipt and grade reports as supportive documentation for the courses taken to the Superintendent by June 30. Administrators will present all requests for reimbursement to the Superintendent by July 1.
- D. The only exception to these provisions shall be for courses or seminars approved by the Board of Education and authorized by the Superintendent of Schools.

**ARTICLE XIV**

**DEDUCTIONS**

- A. Deductions from each Principal's salary shall be in accordance with New Jersey Statutes for the following:
1. First Financial Credit Union
  2. Tax Sheltered Annuities
  3. Prudential Financial
  4. Pension and Annuity Funds and Loan Repayment
  5. Contributory Insurance
  6. Association Payroll Deduction
- B. The Board shall deduct from the salaries of its Administrators dues for the professional organizations as such Administrators individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and its amendments and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Eatontown Administrators' Association by the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations. Each of the associations named above shall certify to the Board in writing the current rate of its membership dues. Any Associations which shall change the rate of its

membership dues shall give the Board written notice prior to and with time sufficient for the effectuation of such change.

## ARTICLE XV

### JOB RELATED EXPENSES

The Board of Education and the Association shall reimburse members of the bargaining unit for travel expenses incurred while carrying out their duties or official school business.

The amount of reimbursement shall be equal to:

1. The actual cost of the transportation if the person's private automobile is not utilized.
2. The District will pay reimbursement for employee mileage at the rate of \$.31 per mile, provided that such rate may be adjusted and the Collective Bargaining Agreement may be modified to provide mileage at the Internal Revenue rate, in the event any administrative agency or court of competent jurisdiction determine that school districts have legal authority to reimburse employees for mileage at a different rate, or a statute or regulation is enacted or promulgated to provide for such authority. Administrators must receive prior approval from the Superintendent before incurring travel expenses. All travel expenses shall be billed on Board of Education vouchers submitted to the Superintendent for approval. Expenses for travel cannot be accumulated. These must be billed monthly or they will be forfeited.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. The Board of Education and the Association shall carry out all the commitments contained herein.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to current or future law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall be in full force and effect.
- C. Any individual contract between the Board and an individual Administrator, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration shall be controlling.
- D. Any changes or modification in terms and conditions of employment will be made only through negotiations by the Board and the Association.
- E. The per diem rate for calculating reimbursement for unused sick leave accumulated at retirement shall be increased by the percentage of salary increase each year:

Year 1	2011-2012	\$82.35
Year 2	2012-2013	\$84.00
Year 3	2013-2014	\$85.68

- F. The Board of Education agrees to pay the annual dues to the New Jersey Principals' and Supervisor's Associations for each member of the Association.
- G. The Board will reimburse Administrators eighty-two dollars and thirty-five cents (\$82.35) per day for each personal business day unused for the 2011-2012 school year, eighty-four dollars (\$84.00) for each personal business day unused for the 2012-2013 school year, and eighty-five dollars and sixty-eight cents (\$85.68) unused for the 2013-2014 school year.
- H. Administrators shall receive the same overnight chaperoning stipend as received by teachers.
- I. The Association agrees to cooperate with the Board of Education, through the Superintendent, with regard to serving on committees. The Board will notify the Association through the Superintendent, of its needs in the area and the Association will endeavor to satisfy these needs.
- J. In the event the Administrator is deceased prior to retirement and has twenty-five (25) years' service in the TPAF, of which fifteen (15) years have been in the Eatontown School District, the benefits provided for in Article XVI, Section E., shall be paid to the Administrator's estate.
- K. Attendance at seminars, conferences or other professional development opportunities shall be subject to Board approval. If approved, expenses shall be reimbursed by the Board of Education up to the limits allowed by law.
- L. The parties agree to make corrections to the existing contract to omit grammatical and spelling errors, and to eliminate irrelevant provisions which do not otherwise affect the agreement between the parties.

**ARTICLE XVII**

**AGENCY SHOP**

- A. Upon written certification from the EAA, the Board agrees to deduct monies from the members of the bargaining unit who voluntarily reject EAA membership.
- B. The amount of such deductions shall be up to 85% of the unified dues or the maximum amount as may be determined by law.

**ARTICLE XVIII**

**SALARIES**

The parties agree to the salary guides and longevity benefits set forth in Schedule A, attached, for 2011-2012, 2012-2013, 2013-2014.

The salary guides will be mutually agreeable to both parties.

**LONGEVITY**

After 13 years in the district, 5 or more as an administrator - \$6,000.00.

After 30 years in the district, 10 or more as an administrator - \$10,000.00.

Administrators hired on or after July 1, 2011 will not be eligible to receive longevity payments.



**SALARY GUIDES FOR THE 2011-2014**

**EATONTOWN ADMINSTRATORS' BARGAINING AGREEMENT**

	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>
Cioffi	112,400	114,648	116,941
Muir	100,400	102,408	104,456
Danielson	136,000	136,000	138,720
Lasser	136,000	136,000	138,720