# Agreement

# between the

# **EASTERN ADMINISTRATORS**

**ASSOCIATION** 

and the

**BOARD OF EDUCATION** 

of

EASTERN CAMDEN COUNTY
REGIONAL SCHOOL DISTRICT

County of Camden, New Jersey

2022-2025

#### **ARTICLE I - RECOGNITION**

- A. In accordance with Chapter 123, Public Laws of 1975, the Board recognizes the Eastern Regional Administrators' Association, hereinafter known as "the Association", as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified supervisory personnel as defined by law employed by the Eastern Camden County Regional School District. All personnel represented by the association are limited to:
  - Directors
  - o Principals
  - Assistant Principals
  - Supervisors
- B. Only the terms "employee(s)" or "administrator(s)" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined; categories of employees shall apply only to those categories mentioned.

#### **ARTICLE II - NEGOTIATION PROCEDURES**

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1975 in a good-faith effort to reach agreement on terms and conditions of employment. Such negotiation, which shall begin not later than October 1st of the calendar year preceding the calendar year in which the Agreement expires unless parties mutually agree to a later date. Any agreement so negotiated shall apply to all members of the unit as defined, be reduced to writing, signed by the Board and the Association, be ratified by the Association, and be adopted by the Board.

Neither party in any negotiations shall have any control over the section of the negotiating representatives of the other party.

- B. 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.
- C. Whenever any representative of the Association participates during working hours in negotiations, he shall suffer no loss in pay when the meeting is mutually scheduled by the parties. Association representatives will be expected to perform their normal duties the same as any other employee covered by this Agreement. Representatives shall conduct Association activity during non-working or non-paid time.

#### **ARTICLE III - GRIEVANCE PROCEDURE**

#### A. DEFINITION

- 1. The term "Grievance" means a complaint that there has been an improper application, interpretation or violation of any policy, agreement or administrative decision which affects a term and condition of employment.
- 2. An "aggrieved person" is the person or persons or the Association making the claim.
- 3. A "party of interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances that may from time to time arise affecting employees. The parties agree that these proceedings will be kept as informal and confidential as may be appropriate at all levels of the procedure.

### C. <u>PROCEDURE</u>

The grievance procedure must be initiated twenty-five (25) work days of the happening of the event. A work day shall be defined as a day that the aggrieved is scheduled to work.

### D. LEVEL ONE (1)

Any employee who has a grievance shall discuss it first with the Superintendent in an attempt to resolve the matter informally.

### E. <u>LEVEL TWO (2)</u>

If, as a result of the informal discussion with the Superintendent, the matter is not resolved to the satisfaction of the grievant within six (6) workdays, the grievant shall set forth the grievance in writing to the Superintendent specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- the results of previous discussions;
- d. the employee's dissatisfaction with decisions previously rendered.

The Superintendent shall communicate a decision within eleven (11) workdays of receipt of the written grievance.

### F. <u>LEVEL THREE (3)</u>

If the grievance is not resolved to the grievant's satisfaction, the employee, no later than eleven (11) workdays after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within forty-five (45) calendar days of receipt of the grievance by the Board.

#### G. ARBITRATION

Only a complaint that has been improperly application, interpretation or violation of the contract shall be subject to the arbitration procedure.

Notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within eleven (11) work days after receipt of the decision which is being appealed. Only the parties signatory to this Agreement shall have the right to proceed to arbitration and said right shall not accrue to individual employee or group of employees. Said arbitration shall be binding and shall be conducted under the rules of the American Arbitration Association.

The arbitrator shall be limited to the issue submitted to the arbitrator and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties. The Board, Association, and the aggrieved shall receive copies of the arbitrator's opinion and award.

The fees and expenses of the arbitrator and cost of hearing room shall be shared equally by the Board and Association.

### H. RIGHTS OF UNIT MEMBERS TO REPRESENTATION

Any grievant may be represented at all levels of the grievance procedure by the employee, or at the employee's option, by a representative selected by the employee or by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance.

#### **ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES**

#### A. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 123, Public Laws of 1975, the Board hereby agrees that every administrator employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations. 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 Association Member in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1975, or other laws of New Jersey or the constitutions of New Jersey and the United States; that it shall not discriminate against any Association Member with respect to hours, wages, or any terms or conditions of employment by reason of the employee's membership in the Association and its affiliates, the employee's participation in any internal activities of the Association, collective negotiations with the Board, or the employee's institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

### B. CRITICISM OF EMPLOYEES

Any question or criticism by a supervisor, administrator, or board member of an employee and/or the employee's methodology or any question or criticism by any employee of a supervisor, administration, or board member shall be made in confidence and not in the presence of students, parents, or other persons attending public gatherings, except those acts which must be taken by law at a public meeting.

### C. REQUIRED MEETINGS OR HEARINGS

Whenever any individual covered by this Agreement is required to appear before the Board, a committee thereof or Superintendent concerning any matter which would result in termination of employment or the withholding of an increment for that individual, prior written notice of the reasons for such meeting or interview shall be given and the individual shall be entitled to have a representative member of the Association present at such meeting or interview.

### D. <u>RIGHTS OF NEW JERSEY SCHOOL LAWS</u>

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

#### E. JUST CAUSE

No tenured employee shall be disciplined or reprimanded without just cause.

#### F. INFORMATION

Upon reasonable request by the Association, the Board agrees to make known to the Association when and where it may obtain such documents as the Board is required by law to release and to make available to the public.

#### G. RELEASED TIME FOR MEETINGS

Whenever any representative of the Association or any employee participates during working hours in grievance proceedings, conferences, or meetings, he shall suffer no loss in pay when the meeting is demanded by the administration. Association representatives will be expected to perform their normal duties the same as any other Association Member. Representatives shall conduct Association activity during non-working or non-paid time.

#### H. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. Approval shall be required from the Superintendent.

#### USE OF SCHOOL EQUIPMENT

The Association shall have the privilege to use school facilities and equipment, including computers, e-mail, fax machines, copying machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use, upon prior approval of the Superintendent. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

#### J. <u>INTER-SCHOOL MAIL</u>

The association shall have the right to reasonable and legitimate use of the interschool mail facilities for Association business as it deems necessary and without approval.

#### K. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Eastern Regional Administrators' Association as the exclusive representative of the employees covered by this agreement, and to no other organizations.

#### L. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any employee such rights as the employee may have under New Jersey School Laws or other applicable laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

#### **ARTICLE V - WORK YEAR**

#### A. IN-SCHOOL WORK YEAR

- 1. All members of the Association shall work twelve (12) months from July 1 through June 30 each year.
- 2. Inclement Weather association members may be required to report to work When deemed necessary by the Superintendent of Schools.

#### B. HOLIDAY SCHEDULE

- 1. The following paid holidays shall be in effect for the term of the contract:
  - a. July 4th
  - b. Labor Day
  - c. Columbus Day (If school is open, a "floating" holiday may be taken on a day approved by the Association member's supervisor.)
  - d. NJEA Convention—2 days
  - e. Thanksgiving Day and the following Friday
  - f. Christmas Eve
  - g. Christmas Day

- h. New Year's Eve
- i. New Year's Day
- j. Martin Luther King, Jr. Day
- k. President's Day
- Good Friday
- m. Easter Monday
- n. Memorial Day
- o. Juneteenth (If an administrator chooses to work on the designated school calendar date recognizing Juneteenth, the administrator shall receive a "floating" holiday which may be taken on a day approved by the administrator's supervisor.)
- In addition, administrators are not required to work during school calendar days school is closed for winter and spring break.
- 3. In addition, administrators are not required to work when Jewish holidays are listed in the school calendar.
- 4. If a holiday falls on a Saturday, administrators shall not be required to work on the preceding Friday; and, if the holiday falls on a Sunday, administrators shall not be required to work on the following Monday. If school is in session on the Friday or Monday above, the employee shall receive a "floating" holiday which may be taken on a day approved by the administrator's supervisor.

### C. SUMMER SCHEDULE

- Association members shall work Monday through Friday from 7:30 am 3:30 pm from the last day of school until the July 4<sup>th</sup> holiday week.
- 2. Association members shall work from 7:30 am 3:30 pm on the designated work days during the July 4<sup>th</sup> holiday week.
- 3. Association members may work Mondays through Thursdays or Tuesdays through Fridays from 7:30am 3:30 pm during all summer weeks following the July 4<sup>th</sup> holiday week, but ending two weeks prior to the opening of the new school year. Work schedules during these weeks shall be designed to ensure that at least one administrator is present each day.

4. Association members shall return to the full-week work schedule, Mondays through Fridays, beginning two full weeks prior to the opening of the new school year.

The Association understands that the building must be covered by an administrator(s) Monday through Friday.

During the summer schedule a vacation day, sick day or personal day will be charged as a one and one quarter (1.25) during the four day work weeks.

#### C. SCHOOL CALENDAR

The school calendar for each year during the term of this contract shall be supplied to the Association Officers no later than April 30 of the school year. Changes in the school calendar shall be made after consultation with the Association Officers and the Board.

### **ARTICLE VI - WORK HOURS**

#### A. REGULAR WORK DAY

All Association personnel shall have a workday of 8.5 hours with an unpaid lunch equal to 0.5 hours.

### B. BACK-TO-SCHOOL NIGHT

Attendance at Back-To-School Night each year by Association members is considered mandatory except with permission of the Superintendent of Schools or designee.

### C. <u>MEETINGS, AWARD NIGHTS, GRADUATION AND EVENT COVERAGE</u>

Association members attendance at District Advisory Meetings, Awards Nights, Graduation and other events may be assigned by the Superintendent of Schools or designee.

#### D. LEAVING THE BUILDING

Association members may leave the building with permission of the immediate supervisor.

#### **ARTICLE VII - EMPLOYMENT**

#### A. NOTIFICATION OF CONTRACT AND SALARY – TENURED EMPLOYEE

Association members shall be notified of their contract and salary status for the ensuing year no later than May 15. If salary negotiations have not been concluded, only contract approval notification will be made.

#### B. NOTICE OF CONTRACT RENEWAL – NON-TENURED EMPLOYEE

Each non-tenured employee shall receive written notice, prior to April 30 of each year, if the Superintendent does not intend to recommend a renewal of contract for the ensuing year.

# ARTICLE VIII - PROCEDURE FOR WITHHOLDING EMPLOYMENT OR ADJUSTMENT INCREMENTS

A. Salary increments are not to be considered automatic. The Board reserves the right to withhold salary increments where, in the judgment of the Board based on the recommendation of the Superintendent, an Association Member's performance does not meet the standards expected by the Board.

The salary schedule does not guarantee an automatic salary increase but merely indicates the agreed upon value for basic services rendered by the individual whose performance and professional record meet the standards expected by the Board for the position held.

The Board, in making it clear that the salary is not automatic, is including in this Agreement N.J.S.A. 18A:29-14 as an integral part of this salary agreement.

#### B. WITHHOLDING INCREMENTS; CAUSES; NOTICES OF APPEALS

Any Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board, within ten (10) days, to give written notice of such action together with the reasons therefore, to the member concerned. The member may appeal such action to the commissioner under rules prescribed by the commissioner. The commissioner shall consider such appeal and shall either affirm the action of the Board or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for the commissioner in the commissioner's place and with the commissioner's powers on such appeals.

#### C. <u>METHOD OF PAYMENT</u>

#### 1. Pay Periods

Each employee shall be paid on the 15th and 30th of each month of entitlement. The Board may, however, pay in advance of these dates. Direct deposit of pay checks will be offered to employees.

#### 2. Savings Plan

Each employee may individually elect to have an amount of the employee's monthly salary deducted from the employee's pay. These funds shall be deposited in the employee's name with the South Jersey Federal Credit Union. This is not considered a "summer payment plan" as described in N.J.S.A. 18A:29-3.

#### **ARTICLE IX - EVALUATION**

#### A. EVALUATION PROCEDURE

Evaluations shall be made in accordance with New Jersey statutes.

#### B. <u>COPIES OF EVALUATIONS</u>

Employees shall be provided a copy of the evaluation report prepared by the evaluator(s) at least one (1) day prior to any conference to discuss the report. No such report shall be placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

#### ARTICLE X - PERSONNEL RECORDS

#### A. REVIEW OF PERSONNEL FILE

All employees shall have the privilege, upon request to review the contents of the employee's personnel file, and to receive copies at the employee's expense of any documents contained therein. A representative of the Association can be present at such review. At least once every five years, an employee shall be able to indicate those documents and/or other materials in the employee's file that he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or the Superintendent's designee and if, in fact, they are in the Superintendent's judgment, obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may

be processed through the grievance procedure, commencing at the second level. The Board shall have the right to remove only personal references and academic references prior to an employee's review of the employee's personnel file.

#### B. DEROGATORY MATERIAL

No material derogatory to an employee's conduct, service, character or personality shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that the employee has had the opportunity to review such material by affixing the employee's signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and the employee's answer shall be reviewed by the Superintendent or the Superintendent's designee and attached to the file copy.

#### ARTICLE XI - FAIR DISMISSAL PROCEDURE

#### A. NOTIFICATION OF STATUS

#### Notification

Notification of status shall be deemed by New Jersey Statutes.

#### 2. Reasons

Any non-tenure administrator who receives a notice of non-employment shall have fifteen (15) work days within which to request a statement of reasons for such non-employment from the Superintendent. The Superintendent shall give such a statement within ten (10) work days of the request.

#### 3. Hearing

Any non-tenure administrator who has received such notice of nonemployment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for a hearing is received in the office of the School Business Administrator/Board Secretary within ten (10) days after receipt by the administrator of the statement of reasons.

The Board shall issue its written determination as to the employment or nonemployment of said non-tenured administrator for the next succeeding school year within three (3) days after the completion of the hearing.

 Should the Board fail to give to any employee covered by this Agreement either an offer of contract for employment for the next succeeding year or a

notice that such employment will not be offered, all within the time and in the manner provided by the Article, then said Board shall be deemed to have offered to that employee covered by this Agreement continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the Board.

5. If the employee, covered by this Agreement, desires to accept such employment, he shall notify the Board of such acceptance, in writing, by the last contractual workday in June. Failure to comply will result in the withholding of future paychecks.

#### ARTICLE XII - COMPLAINT PROCEDURE

#### A. PROCEDURAL REQUIREMENT

Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which does or may influence evaluation of that employee shall be made known to the employee. The immediate supervisor shall meet with the Association Member to apprise the Association Member of the full nature of the complaint and shall attempt to resolve the matter informally. Employees shall be informed of complaints that will lead to disciplinary action within five (5) work days, including the name of the complainant.

#### **ARTICLE XIII - SICK LEAVE**

#### A. ACCUMULATIVE

- All administrators employed shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- 2. All administrators employed shall be granted caregiver release for up to six (6) sick leave days each school year for an administrator's absence related to the administrator's health and wellness concerning needed care for the administrator's child, spouse, or parent. A caregiver release note, identifying the administrator as present or attending to the needed care and signed by a medical provider, shall be required for any day before or after a holiday or school closing, or any absence exceeding three consecutive days.
  - a. Should this language be deemed contradictory to Statute 18A:30-2 or other statutes or regulations defining sick leave allowability, this caregiver sick leave shall revert to the language in the 2021-2022

contract. The annual allotment of sick leave shall remain at twelve (12) days for 12-month employees should reversion be required.

#### B. <u>SICK LEAVE REIMBURSEMENT</u>

Upon simultaneous retirement from the services of the Board, as confirmed by the New Jersey Teacher's Pension and Annuity Fund, New Jersey Public Employee's Retirement System, or death, payment for unused sick leave will be made as per the following:

Eligibility for this plan begins upon reaching 100 unused sick days. Each eligible individual will receive payment as stated below for all unused sick days.

25% of per diem

All payments are contingent upon notice of retirement filed with the Board of Education prior to April 30 of the final year of service. Failure to meet this requirement will result in payment in July of the year following retirement. If an employee dies while in the employ of the Board, or before such monies are paid, the above shall be paid to the employee's estate.

#### C. PREVIOUS SICK LEAVE ACCUMULATION

Previously accumulated unused sick leave days shall be restored if the administrator returns within two (2) years, otherwise at the discretion of the Board.

### D. NOTIFICATION OF ACCUMULATION

Employees shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

### ARTICLE XIV - TEMPORARY LEAVES OF ABSENCE

#### A. TYPES OF LEAVES

Employees, covered by this Agreement, shall be entitled to the following temporary leaves of absence with full pay each school year:

#### Personal

Three (3) personal days without giving reason therefore shall be granted per year. Unused personal days shall accumulate as sick days. Personal

days may not be taken on days preceding or after a holiday unless they are of an emergency nature and approved by the Superintendent.

#### 2. Vacation Days

Administrators are entitled to fifteen (15) vacation days per school year with an additional day added each year of employment with a maximum number of vacation days set at twenty (20). Vacation days are granted each July 1 after the year they are earned.

Vacation days may be taken during the school year with prior approval of the Superintendent or designee, except vacation may not be taken five (5) days prior to the opening of school for students, and the week thereafter.

Administrators may bank up to twenty-five (25) vacation days.

Up to forty-five (45) vacation days (25 banked days plus 20 earned days) may be cumulative and upon retirement, the employee will be compensated for these days at the administrator's current per diem rate of pay.

An employee shall be able to sell back to the district up to five (5) vacation days per year at the administrator's current per diem rate of pay as of July 1<sup>st</sup>, to be paid on July 15<sup>th</sup>.

A twelve-month administrator who is employed during the fiscal year shall receive prorated vacation time at the rate of 1.25 days per month of employment through June 30th. This vacation time will be available on July 1 and will be rounded to the nearest whole or half vacation day.

#### 3. Death in Immediate Family

Five (5) consecutive days per occurrence in the event of death of parent, husband, wife, child, brother or sister, mother-in-law, or father-in-law, or other member of immediate household.

#### 4. <u>Death of a Relative</u>

Two (2) consecutive days in the event of grandparents, aunt, uncle, niece, nephew, first cousin or in-law not covered by the preceding paragraph.

#### Legal Days

Time necessary for required actual court appearances, in any court, except in the case of a suit against the Board, shall be granted according to the schedule below. In cases involving moral turpitude, the leave shall be without pay unless the individual is cleared of charges or otherwise proven

innocent. Days restored in pay will be deducted from the legal day bank or from accumulated leave as appropriate.

A legal bank of 30 days will be established annually on July 1. Administrators may utilize up to a maximum of 3 days per fiscal year for personal legal matters. Documentation of the court appearance, summons, etc. must be provided with the request for absence.

In the event that the legal day bank is exhausted, each administrator shall use the employee's appropriate accumulated leave for this type of absence.

Days remaining in the legal bank as of June 30 will be removed. There will be no carryover or accumulation of these days from one year to the next.

Court appearances required for district related matters will not count against the legal day bank.

#### B. MILITARY

Military leave without pay shall be granted to any employee, covered by this Agreement, who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

#### C. MATERNITY

An employee who chooses to invoke Federal or State Family Medical Leave Act during any leave period shall be entitled to follow the provisions and notification established by law. In all other circumstances, an employee, covered by this Agreement, shall notify the Superintendent, in writing, of her pregnancy as soon as it is medically confirmed. The employee shall further submit a written request to the Superintendent for any maternity leave or child rearing leave of absence 50 days prior to the anticipated birth. Accumulated sick leave time shall be available to said employees who suffer disability on account of pregnancy for thirty (30) calendar days prior to the birth and thirty (30) calendar days following the birth, and shall be requested in writing with a supporting doctor's note. Use of accumulated sick leave beyond these parameters must be submitted in writing and include a doctor's note to support the request. The same type of physician's certificate may be required under N.J.S.A. 18A:30-4 for pregnancy as for other disabilities.

An employee covered by this Agreement and returning from a leave of absence caused by pregnancy or birth shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled. No employee, covered by this Agreement, shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between the birth and her desired date of return.

#### D. RETURN FROM LEAVE

All benefits to which said employee was entitled at the time the absence commenced, including unused accumulated sick leave shall be restored to the employee upon the employee's return, and the employee shall be assigned to the same position which was held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

#### E. EXTENSIONS AND RENEWALS

All applications for extensions or renewals of leaves shall be in writing.

#### F. GOOD CAUSE

Other leaves of absence, with or without pay, may be granted by the Board.

#### G. CHILD REARING LEAVE

In all other circumstances, all requests for child rearing leave must be submitted in writing to the Superintendent 50 days prior to the anticipated leave.

# ARTICLE XV - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

#### A. PURPOSE

In our rapidly changing society educators must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of administrative performance and attitudes. The Board of Education and the Association support the principle of continuing training of administrators and the improvement of instruction. The Board and the Association also recognize the need for all staff to remain current in appropriate skills and knowledge.

#### B. PROGRAMS

#### 1. Tuition

The Board shall pay up to \$3,000.00 per year, per administrator, subject to prior approval by the Superintendent in accordance with any one of the criteria listed below:

- a. Graduate courses which relate to the administrator's areas of responsibility, granted by an accredited college or university, completed with a "B" or better average.
- Graduate courses accepted by the State Board of Examiners for certification required for public school employment, completed with a "B" or better average.
- c. Courses in education, the administrator's discipline, or that improve the administrative skills of the administrator. These courses must be approved by the Superintendent and completed with a "B" or better average.
- d. Graduate credits associated with workshops and seminars will not be eligible for tuition reimbursement.
- e. Tuition reimbursement shall be available after one calendar year of employment at Eastern Camden County Regional School District.
- f. All coursework for reimbursement must be from a duly authorized institution of higher education as defined in N.J.S.A. 18A:3-15.3.

#### 2. Professional Dues

The Board shall pay professional dues for each employee upon approval of the Superintendent. Dues for the ERAA will be excluded.

### 3. Mandated Mentoring for Principal Certification

- a. Administrators are eligible for reimbursement for the expense up to \$3,000 of the required mentoring program necessary to obtain New Jersey standard principal certification.
- b. A Tuition Reimbursement Form shall be submitted for approval to the superintendent commensurate with the employment in the district and participation in the mentoring program.
- c. Reimbursement shall be made to the administrator at the time of submission of documentation detailing payments for cost of program and approval of Standard certification.
- d. Administrators reimbursed under this provision who voluntarily leave the district within two years of receiving the tuition reimbursement compensation must repay the Board in full for the amount reimbursed. The approved Tuition Reimbursement form serves as a promissory note acknowledging repayment to the district for voluntary departure within two years of receiving the tuition reimbursement.

### ARTICLE XVI - PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

- A. In the event the Administration or Board or both shall determine that conditions in the school system or a portion thereof are unsafe or hazardous for the health, safety or well-being of students and employees, the Association shall be consulted immediately for its advice as to the development of programs that will attempt to promote the safety of students, employees and property. In such events, employees may not be required to perform their regular duties and Association representatives shall be permitted full access to school facilities and teachers.
- B. The above procedures are subject to such laws, rules and regulations as may be imposed by law enforcement officials and are further subject to such time limitations as may be appropriate because of the emerging nature of the conditions that may exist.

#### C. REASONABLE FORCE

As specified in N.J.S.A. 18A: 6-1, an employee may, within the scope of employment use and apply such amount of force as is reasonable and necessary: To quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

#### D. REPORTING ASSAULTS

- 1. All employees, covered by this Agreement, shall immediately report cases of assault, vandalism or violence suffered by them in connection with their employment or witnessed by them to the Principal.
- Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from said employee for information in the possession of the Superintendent relating to the incident or the persons involved.

#### E. PERSONAL

The personal life of an employee is not an appropriate concern for attention of the Board except as it may prevent the employee from properly performing the employee's assigned functions during the work day.

#### **ARTICLE XVII - INSURANCE PROTECTION**

A. The Board of Education shall provide medical and prescription coverage and continue dental and vision plans at equal or better levels of coverage than the current levels. The Board will provide up to and including full family coverage for dental and vision under the provider it selects. Employees must be employed for a minimum of thirty (30) hours per week to receive health benefit coverages.

Employees will contribute an amount toward their health benefit premiums in accordance with New Jersey state statutes for the duration of this agreement unless otherwise changed by future negotiations or state law. The amount of the contribution will be determined by the type of coverage (single; parent and child; two party; or family), the amount of the total premium assessed for that coverage and the amount of the employee's annual salary.

#### 1. Retirement Coverage

According to New Jersey Statute.

#### 2. Income Protection/Disability Plan

For employees selecting single medical coverage, the Board will provide Income Protection to an annual maximum of \$1,124.

#### Dental

The Board shall provide up to full family dental coverage as listed.

Preventive & Diagnostic UCR-100%
Remaining Basic UCR-100%
Crowns UCR-100%
Prosthodontics UCR-75% / 25%
Orthodontics UCR-50% / 50%

No deductible

Maximum yearly coverage \$1,500 Maximum orthodontic coverage \$1,500

(Dependent children only)

#### 4. <u>Vision Plan</u>

The Board shall provide up to full family vision coverage.

Vision coverage will consist of an examination every 12 months beginning in July (no co-pay) and a hardware allotment every 24 months (\$20.00 co-pay).

#### 5. Section 125 Plan

During the term of this contract, the Board will maintain a Section 125 Plan (Plan) as defined by the Internal Revenue Service Code. At a minimum, the Plan will include options required under the New Jersey laws governing local Boards of Education.

#### a. Cash Option:

The annual amounts of \$2,616.00 (for single coverages) and \$3,491.00 (for all other coverages), unless limited by the laws of New Jersey, shall establish the minimum compensation rates. The total number of district employees (28 as of June 30, 2021) utilizing the Section 125 Plan, as of June 30<sup>th</sup> 2021, shall constitute the base for the Agreement. For each additional employee who chooses the cash option above the established base, there shall be an additional \$100 compensation granted to all employees utilizing the option, with an amount not to exceed \$4,100.00 (for single coverages) or \$5,000.00 (for all other coverages).

The payments for waiver of health coverage will be paid in six-month installments beginning December, 2021. For the period of July through December, one-half of the stipend will be paid on the last working day in December, and for the period of January through June, one-half of the stipend will be paid on the last working day in June. The waiver period will be effective for one full year which will coincide with the State's benefit period.

Employees with multiple health coverages will be required to either choose one coverage combination (medical and prescription) and terminate all other coverage, or individually maintain coverage in a manner that will not provide multiple coverage for the employee or any dependent. Additionally, coverage that is terminated as described in this paragraph will not be eligible for the cash payment in lieu of benefits. However, the employee will be eligible for up to and including full family dental and vision coverage offered by the district.

Notwithstanding the above, employees who have a change in status (e.g., termination of employment, divorce [copy of decree required], legal separation [copy of decree required], death [copy of certificate required], group contract/policy terminated, military discharge [form DD214 required]), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the plan year

provided the employee gives the Board notice of the change in status within sixty days of the event causing the change. Otherwise all elections for a cash option shall be in effect for the entire twelve month benefit period. The Board's obligation for the cash option shall be prorated for those employees subject to a change in status. Return to the benefits plan for reasons other than change of status is subject to the terms of the carrier.

#### b. Premium Option Plan:

In accordance with P.L. 2011, c.78, the Board will offer a premium option plan which allows an employee to elect the employee's health benefit premium contribution to be deducted from salary on a pre-tax basis for federal income tax purposes (does not apply to state income tax).

### Flexible Spending Account – Medical Expenses:

In accordance with P.L. 2011, c.78, the Board will offer a flexible spending account for qualified medical expenses. The annual amount elected by the employee will be deducted from salary on a pre-tax basis for federal income tax purposes (does not apply to state income tax).

### d. Flexible Spending Account - Dependent Care:

In accordance with P.L. 2011, c.78, the Board will offer a flexible spending account for dependent care expenses. The annual amount elected by the employee will be deducted from salary on a pre-tax basis for federal income tax purposes (does not apply to state income tax).

#### **ARTICLE XVIII - MISCELLANEOUS PROVISIONS**

#### A. SEPARABILITY

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 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 application shall continue in full force and effect for the duration of this Agreement.

### B. <u>COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER</u> AGREEMENT

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 this Agreement. If an individual contract contains any language inconsistent with Agreement, this Agreement, during its duration shall be controlling.

#### C. FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain-able 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.

Except as this Agreement herein before provides, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement.

#### D. RIGHTS OF THE BOARD

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to

establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

#### E. COPIES

Copies of this Agreement shall be printed and issued at the expense of the Board within thirty (30) days after the Agreement is signed, and presented to all administrators now employed, and hereafter employed, by the Board.

#### F. TERMINATION OF EMPLOYMENT

The Board shall have the right to terminate the employment of any employee not under tenure upon written notice of not less than sixty (60) days, except that such notice shall not be required where such termination is made by the Board on grounds permitted by appropriate statutes. An employee may voluntarily cease his employment with the Board providing he has first given the Board at least sixty (60) days written notice of his intention.

#### G. NON-RENEWAL OF EMPLOYMENT

Whenever the Superintendent recommends not to renew the contract of an individual employee not under tenure, the Superintendent shall give written notice of such intention to the employee as early as possible but in no event later than May 15 of the year in which the contract expires. (18A:27-10) An employee receiving such notice shall be afforded an opportunity promptly, upon request, to discuss the matter with the superintendent or the employee's designee. Any employee who intends not to renew the employee's employment contract with the Board shall give written notice of such intention to the Board as early as possible but not fewer than sixty (60) days.

#### H. MILEAGE REIMBURSEMENT

Employees shall be reimbursed in accordance with the requirements on N.J.S.A 18A:11-12 and the regulations promulgated thereunder for job related travel on voucher submitted.

#### I. INTERNET REIMBURSEMENT

Employees shall be reimbursed up to \$20.00 per month for home internet usage. The employee shall provide proof of payment to an internet provider and submit a voucher for reimbursement. The Technology Supervisor will be reimbursed the full amount for the employee's monthly internet bill.

### J. <u>ATTENDANCE OF MEMBERS' CHILDREN AT EASTERN</u>

Children of staff members who reside outside of the sending district may attend Eastern High School free of tuition, provided that the child has not been removed from other schools for disciplinary reasons and, in the opinion of the Superintendent, the child's attendance at Eastern will not contribute to overcrowding. Any student who does not qualify as a resident student of Eastern High Schools on the Application for State School Aid, will be disallowed from attending under this provision.

#### K. VICE PRINCIPAL OF ATHLETICS

### 1. <u>Event Coverage</u>

The Board of Education shall budget \$5,250.00 per year (\$175.00 per event) for coverage for athletic events. The athletic events must be covered by another member of the association. This money is allocated in order to provide relief for the Vice Principal of Athletics and it is understood that Association members may be required to cover athletic events without reimbursement during the year.

#### Flexible Work Schedule

The Vice Principal of Athletics will be permitted to work a schedule of flexible hours during the athletic seasons. This is to provide the Vice Principal of Athletics with a comparable workday to the other administrators.

#### <u>ARTICLE XIX – TRANSFERS, REASSIGNMENTS AND PROMOTIONS</u>

#### A. ASSIGNMENT, TRANSFERS AND PROMOTIONS

The parties recognize that the assignment, transfer and promotion of personnel is a management function vested by law exclusive in the Board, and that nothing in this agreement should be construed to derogate from the power and responsibility of the Board in regard to such matters. In order to assist the board in performing this function, as well as to make available as many opportunities as possible for voluntary transfers and promotions with the school district, the parties agree to the procedural provisions hereinafter set forth.

#### B. PROMOTIONAL POSITIONS

A promotional position shall be defined as any position on the administrative supervisory level of responsibility.

#### C. VACANCIES

All vacancies in promotional positions including those programs funded by the federal government shall be adequately publicized in accordance with the following procedure:

- 1. A notice shall be posted in the school as far in advance as is practicable, ordinarily at least fifteen (15) work days before the final date when applications must be submitted and in no event less than ten (10) work days before such date. A copy of said notice shall be made available to the Association at the time of posting. Members who desire to apply for such vacancies shall submit their application in writing to the Superintendent within the time limit specified in the notice and acknowledgement shall be given to all such applications.
- 2. Application shall be kept on file for the remainder of the school year in the Superintendent's Office for continual consideration for similar vacancies unless the office is notified, in writing, by the applicant to be withdrawn.

#### D. QUALIFICATIONS

Qualification for any position, its duties, and the rate of compensation shall be clearly set forth. Any change of qualifications set forth for a particular position shall be similarly posted and made available to the Association.

#### E. APPLICATIONS

All qualified members shall be given adequate opportunity to make applications and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In such vacancies, prior consideration shall be given to qualified members already employed by the Board.

#### F. NOTIFICATION OF VACANCIES

No later than May 15 of each school year and if requested by the Association, the Superintendent shall deliver to the President of the Association a list of all known vacancies which shall occur during the school year. Nothing in this Article shall prevent the Superintendent from making additional announcements or postings of said vacancies.

#### G. FILING REQUESTS

Employees, covered by this Agreement, who desire a change of assignment may file a written statement of such desire with the Superintendent. Such statement shall include the assignment to which the employee desires to be assigned.

### H. <u>INVOLUNTARY TRANSFERS</u>

- 1. Notice of any involuntary transfer of reassignment shall be given to Association Member as soon as practicable, and, except in cases of emergency, not later than May 15.
- 2. An involuntary transfer or reassignment shall be made only after a meeting between Association Member and the superintendent, at which time the professional employee shall be notified of the reason thereof.

#### **ARTICLE XX – SALARY**

The salary schedule for the 2022-2025 fiscal year appear on pages 28-30 of this document. The list of employees corresponding to the titles in the schedule is maintained in the Board Office.

Employees under this agreement who are hired after the signing of the agreement will have their compensation determined through a negotiated side-bar agreement.

### **ARTICLE XXI - DURATION OF AGREEMENT**

#### A. DURATION PERIOD

This Agreement shall be effective as of July 1, 2022, and shall continue in effect until June 30, 2025, subject to no reopener clauses. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their secretaries, all on the day and the year first written.

EASTERN REGIONAL ADMINISTRATORS' ASSOCIATION

EASTERN REGIONAL BOARD OF EDUCATION

By (Villia V VIII)
(President)

President

(Secretary)

(Sec

### EASTERN CAMDEN COUNTY REGIONAL SCHOOL DISTRICT EASTERN REGIONAL ADMINISTRATORS' ASSOCIATION JULY 1, 2022 – JUNE 30, 2023 SALARIES

POSITION	2022-2023 SALARY	
Director of Academic Programs and Student Performance	137,480	
Director of Special Services	140,635	
Principal	168,799	
Guidance Supervisor	123,705	
Supervisor of Teaching and Learning – A	143,656	
Supervisor of Teaching and Learning – B	123,705	
Vice Principal – A	121,829	
Vice Principal – B	108,717	
Vice Principal – C	112,041	
Vice Principal – D	153,430	
Vice Principal – E	143,656	

# EASTERN CAMDEN COUNTY REGIONAL SCHOOL DISTRICT EASTERN REGIONAL ADMINISTRATORS' ASSOCIATION JULY 1, 2023 – JUNE 30, 2024 SALARIES

POSITION	2023-2024 SALARY
Director of Academic Programs and Student Performance	141,604
Director of Special Services	144,854
Principal	172,175
Guidance Supervisor	127,725
Supervisor of Teaching and Learning – A	147,966
Supervisor of Teaching and Learning – B	127,725
Vice Principal – A	126,032
Vice Principal – B	112,793
Vice Principal – C	116,074
Vice Principal – D	157,650
Vice Principal – E	147,966

### EASTERN CAMDEN COUNTY REGIONAL SCHOOL DISTRICT EASTERN REGIONAL ADMINISTRATORS' ASSOCIATION JULY 1, 2024 – JUNE 30, 2025 SALARIES

POSITION	2024-2025 SALARY	
Director of Academic Programs and Student Performance	145,994	
Director of Special Services	149,272	
Principal	175,619	
Guidance Supervisor	132,068	
Supervisor of Teaching and Learning – A	152,109	
Supervisor of Teaching and Learning – B	132,068	
Vice Principal – A	130,507	
Vice Principal – B	117,023	
Vice Principal – C	120,369	
Vice Principal – D	161,827	
Vice Principal – E	152,109	

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