

1394

A G R E E M E N T

BETWEEN THE

MAPLE SHADE TOWNSHIP

BOARD OF EDUCATION

AND THE

MAPLE SHADE

ADMINISTRATORS ASSOCIATION

JULY, 1993

A G R E E M E N T
BETWEEN
THE MAPLE SHADE TOWNSHIP
BOARD OF EDUCATION
AND THE
MAPLE SHADE
ADMINISTRATORS ASSOCIATION

This Agreement is made and entered into this 1st day of July, 1993 by and between the Board of Education of the School District of the Township of Maple Shade, New Jersey, hereinafter referred to as the "Board" and the Maple Shade Administrators Association, hereinafter referred to as the "Association."

Agreement Between the Board of Education
of the Township of Maple Shade, N.J.
and the Maple Shade Administrators Association

The Board of Education of the Township of Maple Shade, County of Burlington, State of New Jersey, hereinafter referred to as the Board, and the Maple Shade Administrators Association, hereinafter referred to as the Association, agree/ as follows:

**ARTICLE I
RECOGNITION**

A. Unit

Pursuant to R.S. 34:13A-1 et seq., the Board of Education of the Township of Maple Shade, New Jersey, hereby recognizes the Maple Shade Administrators Association as the exclusive representative, designated by the majority of employees defined below, for the purpose of collective negotiations concerning the terms and conditions of employment of the employees in the unit, including only:

High School Principal
High School Assistant or Vice Principals
Elementary School Principals
High School Director of Pupil Personnel Services
Coordinator of the Child Study Team as currently
defined and practiced

B. Definitions

The term "employee" or "administrator," when used herein, shall mean all personnel named and included in the unit as above defined, and regularly employed under contract with the Board on a full-time basis.

Article II

Negotiations Procedures and Understandings

A. Negotiations of Successor Agreement

Not later than October 3 of the calendar year preceding the expiration of this Agreement, or as otherwise provided by law or applicable rules and regulations, and provided

that notice has been given for commencement of negotiations pursuant to the rules of the Public Employment Relations Commission, the parties agree to enter into collective negotiations over a successor agreement in accordance with R.S. 34:13A-1 et seq. and the procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of employment of employees in the unit. By the same date, the Association agrees to submit to the Board its proposals for the successor agreement.

Any agreement so negotiated shall apply to all members of the unit and shall be reduced in writing and signed by the appropriate officers of each party.

B. Negotiations During Term of This Agreement

This Agreement incorporates the entire understandings of the parties on all matters which were or could have been the subject of negotiations. Neither party shall be required to negotiate with respect to any matter, whether contained herein or not, during the term of this Agreement.

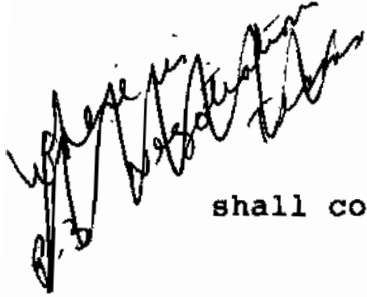
The provisions of this Agreement supersede all conflicting policies and regulations of the Board. All terms and conditions of employment not covered by this Agreement shall continue to be under the sole jurisdiction and authority of the Board and shall not be the subject of negotiations during the term of this Agreement.

C. Modification

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.

D. Compliance with Law

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, or to any rule of the State Board of Education, 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 continue in full force and effect.

Article III
Grievance Procedure

A. Definition

A "grievance" shall mean a claim by an employee or group of employees that, as to him/her or them, there has been a misapplication, misinterpretation, or violation of the negotiated agreement, written board policies and administrative decisions affecting employees' terms and conditions of employment.

B. Application

The term "grievance" and the grievance procedure shall not be applicable to: (1) the failure of the Board to renew a contract of a non-tenure employee; (2) matters where a method of review is prescribed by law, or by rules, regulations or directives of the State Board of Education or the Commissioner of Education, (3) matters where the Board is without authority to act; and, (4) matters involving the sole and unlimited discretion of the Board, except as limited by the specific and express terms of this Agreement.

C. Purpose

The primary purpose of the procedure set forth herein is to secure, at the lowest level possible, an equitable solution to the grievance of an employee. The Board and Association agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of such procedure.

D. Procedure

1. Time Limits

a. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

b. A grievance, to be considered under this procedure, must be initiated by the employee within twelve

working days of the event or events leading to the complaint.

c. Failure at any step to communicate the decision on a grievance within the specified time limit shall permit the employee to proceed to the next step.

d. Failure by the employee at any step to appeal the grievance to the next step within the specified time limit will indicate that the grievance has been satisfied and abandoned.

2. Representation

a. In the presentation of a grievance at the informal level, the employee shall make his/her own appeal. At all other levels, the employee shall have the right to present his own appeal without intervention of the Association or to designate a representative of his/her own choosing to appear with him/her, except that an employee may not be represented by a minority organization.

b. The reviewing authorities may designate a representative to participate at any step above the informal level of the procedure, and may require such persons to appear as may be deemed necessary to ascertain the facts at any step in the procedure.

3. Meetings and Hearings

It shall be the general practice of all parties to process grievances during times when they do not interfere with assigned duties.

4. Continuation of Service

It is understood and agreed that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all duties, assignments, policies, rules and regulation.

5. Presentation of Facts and Evidence

It is understood that the reviewing authorities cannot perform their function properly unless all facts and evidence pertinent to a grievance are presented at the lowest level. If the employee submits new facts or evidence

at any step above the informal level, the grievance shall be remanded to the employee's immediate superior.

6. Statement of Grievance

The statement of grievance shall: (1) name the employee involved; (b) state the facts and details giving rise to the grievance; (c) give the date of occurrence; (d) identify the specific terms or provisions of the Agreement alleged to have been violated, misinterpreted, or misapplied; (e) state the contention of the employee with respect to these provisions; (f) state the specific relief requested; and, (g) on appeal, state the basis of his/her dissatisfaction with any previous determinations.

7. Filing the Grievance

a. Step One - Informal

(1) Within twelve working days of the time a grievance arose, the employee will present his/her grievance to the building principal in an attempt to resolve the matter informally.

(2) Within five working days thereafter, the principal shall give his answer orally to the employee.

b. Step Two

(1) Within five working days of the oral answer, if the grievance is not resolved, it shall be stated in writing pursuant to paragraph D-6 above, signed by the grievant and lodged with the principal.

(2) Within five working days after receipt of the grievance, the principal shall communicate his answer in writing to the grievant.

c. Step Three

(1) If the grievance is not resolved in Step Two, the grievant may, within five working days after receipt of the principal's decision, submit to the superintendent a written statement of grievance, citing the circumstances and his/her dissatisfaction with the principal's decision. A copy will be given to the principal at the same time.

(2) The superintendent or his designee shall give the grievant an answer in writing no later than ten working days after receipt of the grievance.

d. Step Four

(1) Within ten working days after receipt of the superintendent's decision, appeal may be made to the Board through the superintendent, setting forth his/her dissatisfaction with the superintendent's decision.

(2) The Board, or a committee thereof, shall review the grievance and may, at its option, hold a hearing with the grievant. Reviewing authorities shall have the right to participate in this step.

(3) The Board shall render a decision in writing within thirty calendar days of receipt of the grievance or of the date of the hearing, whichever comes later.

e. Variation of the Above Procedure

Principals may present their grievance directly to the superintendent of schools; other employees responsible to an administrator in the district office shall first present their grievance to their immediate supervisor.

Article IV

Fringe Benefits

A. Sick Leave

1. Definition

Sick leave is defined as the absence of an employee from his post of 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 inspector on account of a contagious disease or of being quarantined for such disease in his immediate household.

2. Sick Leave Allowance

Administrators employed on a twelve month basis shall be allowed sick leave with full pay for a period of twelve work days in any work year during each of the first five years of employment. The allowance will be increased to fifteen days per work year beginning with the sixth year

of continuous employment in the district. Such sick leave allowance will be credited to the employee on the first day of each work year.

3. Accumulation of Sick Leave

If any employee requires in any work year less than the annual allowance, all days of sick leave not utilized shall be accumulative to be used for additional sick leave as needed in subsequent work years.

4. Extension of Sick Leave

When absence, under the circumstances above, exceeds the annual sick leave and accumulated sick leave, the Board may, at its discretion, and whenever it determines that it is right and proper to do so, pay any such person each day's salary less the pay of a substitute if a substitute is employed, or the estimated cost of a substitute if none is employed, for such length of time as may be determined by the Board in each individual case. A day's salary for such purpose shall be defined as 1/240 of the annual salary of such person.

5. Physician's Certificate

An employee claiming sick leave may be required to file a physician's certificate with the Secretary of the Board in order to obtain sick leave.

B. Annual Leave

Administrators employed as administrators on a twelve month basis and hired effective on a date prior to July 2, 1993 will earn twenty days of annual leave per year which may be used for vacation or other personal business. Administrators with an effective hire date on or after July 2, 1993 will earn annual leave which may be used for vacation or other personal reasons as follows:

1st through 4th year of employment as an administrator in the district - 10 days per year

Subsequent to the fourth (4th) year of service,

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p. 7 + top of p. 8.

two additional days leave per year shall be granted up to a maximum of 20 days.

C. Administrative Leave

In addition to annual leave, administrators may be granted temporary leave of absence with pay, at the discretion of the superintendent, upon demonstrated need. Such leave must be approved by the superintendent in advance.

D. Holiday Periods

On holidays and holiday periods scheduled in the school calendar, administrators are responsible for their administrative area or building, but need not report for duty on a daily basis.

E. Maternity Leave

Maternity leave for administrators shall be provided and regulated in the same manner as for other professional employees in the district.

F. Health Insurance Benefits

The Board agrees to continue its participation in the New Jersey State Health Benefits Program. In so doing the Board will assume the premium costs for eligible employees and their eligible dependents who enroll in the program.

Beginning July 1, 1990 the Board will provide a two dollar co-pay fully funded family prescription plan with the carrier of said insurance to be determined by the Board.

Insurance coverage provided by the Board shall not afford duplicate coverage to employees who are members of the same family.

Beginning on May 1, 1986, unit members will have the option to select two party option or full family option NJDP 1-100/70/50, with no deductible New Jersey Dental Plan Coverage.

Beginning July 1, 1993, unit members will have the option to select income protection coverage up to \$400 from the 1993-1994 school year through the 1995-1996 school year; the carrier to be selected by the Board.

The Board retains the right to change insurance carriers provided that benefits and administration of a plan(s) is substantially equivalent.

G. Professional Development

An administrator taking and completing graduate credits courses in an NCATE accredited college or university will be granted a tuition and fee subsidy of \$650 maximum expenditure per fiscal year beginning in 1990-91, and \$700 in the 1991-92 school year, upon successful completion of the course, subject to the following conditions:

1. Application must be made to the superintendent of schools.

2. The application must be supported by a transcript of credits and bursar's receipt, indicating successful completion of the course(es) and the tuition fee paid.

3. The administrator must have earned a grade of "B" or better.

4. Courses must have been taken during the fiscal year for which the subsidy is claimed.

5. Courses to meet certification requirements or undergraduate courses in related fields will not be subsidized, unless approved by the superintendent with agreement of payment made prior to enrollment.

6. The administrator must continue employment in the district during the school semester following the semester for which a subsidy is claimed or received.

Administrators shall be awarded \$550 for the attainment of MA+30 and \$1,025 for the attainment of a Ph.D. or Ed.D from the 1993-1994 school year through the 1995-1996 school year when proof of such achievement from an accredited college or university is provided. The amount shall not compound but will be added annually after the achievement of said level, to the salary guide adopted by the Board of Education.

H. Dues for Professional Associations

The Board will reimburse administrators for the cost of

dues in professional associations appropriate to their administrative assignment up to a cost of \$525.00 for the 1993-94 school year and \$575.00 for the 1994-1995 and 1995-1996 school year. The appropriateness of the organization to the administrator's assignment shall be determined by the superintendent.

I. Use of School Buildings

The Association shall have the privilege of using school buildings for Association meetings provided that such use does not interfere with the educational program or process and conforms to applicable rules and regulations of the Board of Education.

J. Use of School Equipment

The Association shall have the privilege of using school equipment provided that such does not interfere with the educational program or process and and responsibility for damage is accepted by the Association. The Association shall furnish all materials and supplies incidental to such use.

K. Approved Travel

Administrators will be reimbursed at a rate established by the State Department of Education for approved travel. When travel by personal auto is required by the school district including travel necessary to return to the district from the administrator's home to meet job responsibilities, or is approved by the superintendent upon the request of the administrator, reimbursement may be claimed.

L. Vehicular Property Damage Fund

The Association and the Board shall establish a vehicular property damage fund which shall not exceed \$600 in amount for any fiscal year. The Association shall contribute \$200 and the Board shall contribute \$400.

Claims for reimbursement shall be in writing and shall not exceed the deductible amount provided in the employee's auto insurance policy of \$100, whichever is less. The

insurance policy must be submitted upon request.

Claims for reimbursement must be submitted to a committee consisting of the school business administrator and two members of the Association, the latter to be appointed by the Association. The decision of the committee shall be final and not subject to appeal. Claims shall be certified to the Secretary of the Board by signature of the committee members on the appropriate Board of Education form.

At the end of each fiscal year, any unused funds shall be returned to the Board and Association in amounts proportional to the initial contribution.

M. Convocation Expenses

A fund of \$500 per administrator in the bargaining unit per year will be established for professional development. If a national convocation is justified and approved by the superintendent and board of education; the maximum amount allowable to any administrator will not exceed \$1,550.00 for the 1993-1994 school year, and \$1,650.00 for the 1994-1995 and 1995-1996 school year.

No more than four administrators may attend such a meeting in any one year. Adequate building coverage is to be provided.

N. Teacher Fringe Benefits

The Board will provide to the administrators all fringe benefits as granted to the teacher subsequent to the 1980-81 agreement between the Board and the M.S.E.A. except as this Agreement shall hereinafter otherwise provide.

O. Compensation for Activities

Administrators shall be represented at meetings of the board of education meeting, in accordance with a rotation schedule established by the superintendent. Administrators shall be expected to be present for school related activities that occur in the evening or on weekends when they deem it to be necessary within the scope of their responsibility or if assigned by the superintendent.

In buildings where more than one administrator is assigned the principal will determine which administrators has responsibility for the activity and therefore is to receive payment. It is the intent that one administrator will be paid for the activity. Other administrators are encouraged to attend but more than one administrator shall not request payment unless previously approved.

It is also understood that activities under the clause generally represent student performances or meeting with parent groups.

Meetings with the board of education such as budget, curriculum staff evaluation are part of the administrator's job responsibility and are not covered by this section.

Administrators must log all such activities on a form provided by the superintendent's office.

Sample Form

Month of: _____

Name : _____ Superintendent's

Activity _____ Place _____ Date _____ Time _____ Approval _____

Forms will be filed monthly. All approved activities that exceed a total of 20 per year excluding board meetings will be eligible for reimbursement at the rate of \$15.00 per activity.

P. Terminal Leave

Upon retirement under the New Jersey Pension Statutes, administrators will be reimbursed \$25.00 per day for accumulated sick leave with the maximum benefit under this claim to be 270 days per administrator (\$6,750.00)

Payment of Sick Leave "Buy Back" - Payment to be made to employee in the fiscal year following the first fiscal year in which the employee is not employed.

Example - Retire June, 1990

Do not work, 1990-1991

Payment July, 1991

In the event that an administrator has retired and has not received payment and becomes deceased, payment will be

made to his/her estate.

**Article V
Salaries**

A. Salary Schedule

The salary schedule for administrators is set forth in Schedule A attached hereto and incorporated in the Agreement.

**Article VI
Duration of Agreement**

This Agreement shall be effective July 1, 1993 through June 30, 1996 and shall be subject to the association's right to negotiate the subsequent agreement in accordance with the law. The Association agrees to reopen negotiations over health care coverage if the board is successful in changing existing health care benefits with the majority bargaining unit of professional employees.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first written.

FOR THE MAPLE SHADE ADMINISTRATORS ASSOCIATION

President

Date _____

Secretary

FOR THE BOARD OF EDUCATION

President

ATTESTED:

Board Secretary

MAPLE SHADE ADMINISTRATORS SALARY SCHEDULE
Effective July 1, 1993

<u>Director P.P.S.</u> <u>Coord. CST</u> <u>Asst. H.S. Principal</u>	<u>Elementary</u> <u>Principal</u>	<u>High School</u> <u>Principal</u>
1. \$60,000	\$61,000	\$69,000
2. 60,545	61,545	60,545
3. 61,090	62,090	70,090
4. 61,635	62,635	70,635
5. 62,180	63,180	70,635
6. 62,725	63,725	71,725
7. 63,270	64,270	72,270
8. 63,815	64,815	72,815
9. 64,360 (Smith,93-94)	65,360	73,360
10. 67,578 (Smith,94-95)	67,290	75,290
11. 70,957 (Smith,95-96)	69,280	77,280
12. 72,353	71,330	79,330
13. 73,750 (Marini, 93-94)	73,750	81,350

Effective July 1, 1993, administrators paid at or above the step 13 salary in 1992-93 shall each receive a salary increase in their individual base salary of 3.75%

Effective July 1, 1994, administrators paid at or above the step 13 salary in 1993-94 shall each receive a salary increase in their individual base salary of 3.75%

Effective July 1, 1995, administrators paid at or above the step 13 salary in 1994-95 shall each receive a salary increase in their individual base salary of 3.75%

Steps on the guide do not necessarily reflect years of experience. The Board reserves the right to place a administrator new to the district at any step of the salary guide.

MEMORANDUM OF AGREEMENT

between the
Maple Shade Township Board of Education
and the
Maple Shade Administrators Association

The Board and the Association agree to the following modification of their negotiated agreement:

Article IV, "Fringe Benefits", paragraph P, "Terminal Leave" is modified to read as follows:

Upon retirement under the New Jersey Pension Statutes, administrators will be reimbursed \$200.00 per day for accumulated sick leave with the minimum benefit under this claim to be twenty thousand dollars (\$20,000).

Payment will be made in three equal parts, commencing on the fifteenth of July following the effective date of retirement, and continuing on the next two successive July fifteenths. In the event that an administrator has retired and has not received payment and becomes deceased, payment will be made to his/her estate.

This agreement shall be effective prospectively from the date of ratification of this memorandum by both parties and shall continue in effect beyond the expiration of the current negotiated agreement upon the express written agreement of both parties. Absent such express written agreement, the terminal leave benefit in effect prior to the date of the ratification of this memorandum shall be in effect until modified through negotiations.

For the Board

For the Association

Charles Anest 11-4-94 John L. ... 11/17/94
Date Date

Dean M. ... 12/16/94 John ... 11/17/94
Date Date