

**AGREEMENT BETWEEN THE  
BOARD OF EDUCATION  
OF  
TEWKSBURY TOWNSHIP  
AND THE  
TEWKSBURY ADMINISTRATORS ASSOCIATION**

**JULY 1, 2008— JUNE 30, 2010**

## ARTICLE I

### RECOGNITION CLAUSE

#### A. UNIT MEMBERSHIP

In accordance with Chapter 123, Ph. 1974, the Board recognized the Tewksbury Township 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 full-time, certified supervisory and/or administrative personnel under contract by the Board of Education but excluding the Chief School Administrator.

#### B. DEFINITION

For purposes of clarity, terms crucial to the interpretation of this contract are listed below: An Administrator — When used hereinafter in this Agreement, this term shall refer to all professional employees represented by the Association as defined above. Any references to "males" shall include females.

## ARTICLE II

### NEGOTIATION PROCEDURE

#### A. DEADLINE DATES

The parties agree to enter into collective negotiations for a successor agreement in accordance with Chapter 123, Ph. 1974, in good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel no later than January 15th of the year the contract is to expire.

#### B. NEGOTIATING TERM AUTHORITY

Neither party in all negotiations shall have control over the selection of negotiating representatives of the other party.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. DEFINITION

A grievance is a claim based upon an event or condition which affects the terms and conditions of employment of an Administrator(s) and/or the interpretation, meaning and application of any of the provisions of this Agreement.

B. **PROCEDURE**

1. Since it is important that grievances be processed as soon as possible, the number of days indicated at each level should 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.

2. If the Board fails to follow the time limit, the grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, harm could result to a party, in interest then the time limits set forth, herein, shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as practical.

3. The meetings and hearing shall be conducted in private.

C. **LEVELS OF PROCEDURE**

**LEVEL ONE (1)**

An Administrator with a grievance may discuss it with his immediate supervisor, through the Association's local designated representative, if desired, with the objective of resolving Level One (1) not later than ten (10) working days after the occurrence which gave rise to the grievance.

**LEVEL TWO (2)**

If the aggrieved Administrator is not satisfied with the disposition of his grievance at Level One (1), he may submit it in writing to his immediate supervisor within fifteen (15) work days of the occurrence which gave rise to the grievance. The immediate supervisor shall communicate a decision to the Administrator in writing within five (5) workdays of receipt of the written grievance.

**LEVEL THREE (3)**

If the Administrator is not satisfied with the disposition of his grievance at Level Two (2), he may submit it in writing to the Board through the Personnel Committee, within five (5) days. The Board and the Association shall attempt to reach agreement. If no agreement is reached within one (1) calendar month (30 days) of presentation to Level Three (3), the Board and/or the Association may request the services of an Arbitrator, who shall be selected from the Public Employment Relations Commission. The arbitrator shall set forth, in writing, his findings of fact, reasoning and conclusions on the issues submitted. The cost of the arbitrator shall be shared, equally, by the parties. All other costs of the arbitration shall be borne by the party incurring same. The parties will give due consideration to the arbitrator's findings, reasoning and conclusions; but they shall be advisory only and not be binding on either party.

## ARTICLE IV

### TEMPORARY LEAVES

#### A. SICK LEAVE

All full-time, 12-month employees shall be entitled to twelve (12) sick days per year. Employees with a shorter work year will receive a proportional number of days.

Any Administrator under ten years with the District, shall have their unused sick days accumulated at a rate of eighty dollars (\$80) per day to a maximum of one hundred twenty (120) days payable as outlined below.

The maximum number of days stated in the preceding sentences shall apply only to the calculation of compensation due an Administrator under the "Retirement or Termination of Employment" section below. Accumulation of sick days available for actual disability while still employed by the District shall be governed by the preceding paragraph.

#### RETIREMENT OR TERMINATION OF EMPLOYMENT

Any Administrator leaving/retiring after ten (10) years or more of District service shall receive one-third (1/3) of the per-diem rate of salary of his/her last year of employment for each day of accumulated unused sick leave, with a maximum of one-hundred and fifty (150) days for reimbursement. To exercise this benefit, Administrator must notify the Superintendent and Business Administrator prior to January 1st of the fiscal year preceding retirement/leaving. If no advance notice is received by the Superintendent/Business Administrator, this benefit will not apply.

The accumulated sick day compensation payments shall be awarded by separate check on the effective date of retirement if notice is received in writing prior to January 1st of the fiscal year preceding retirement. If notification, in writing, is received after January 1<sup>st</sup>, payment to the Administrator or his/her beneficiary will be made by July 1st of the next fiscal year. If more than one Administrator or one Administrator and the Superintendent shall retire in the same fiscal year, then the payments shall occur over a two-year period.

In the event of the death of an Administrator after ten (10) years of service in the District, their beneficiary shall receive payment as per the above.

Although Administrators are not subject to the terms of these statutes, the parties agree that payment for accumulated unused sick days shall nonetheless be subject to the statutory limitations of P.L. 2007 c. 92, including, but not necessarily limited to N.J.S.A. 18A:30-3.5 and N.J.S.A. 18A:30-9.

## **EXTENDED ILLNESS**

Where, in protracted illness, an employee shall have exhausted his accumulated days of sick leave, he may continue to receive additional leave pay less any additional cost incurred for a replacement. Such extended sick leave is at the sole discretion of the Board on a case-by-case basis.

## **B. EMERGENCY AND PERSONAL BUSINESS LEAVE**

Request for a personal business leave shall be submitted for approval to the Superintendent one (1) week prior to the requested leave (except in the ease of an emergency). The Superintendent will authorize up to three (3) days leave of absence for personal business. Personal leave shall be defined as business which cannot be performed other than during employment hours.

1. Each request for personal leave shall list as a reason, "Business which cannot be conducted other than during school hours" and state that business.
2. Personal leave with pay will not be permitted before or after a holiday or a scheduled school closing to extend a vacation. If extenuating circumstances exist, the Superintendent may approve the request.
3. Personal leave shall not be used in consecutive days unless approved by the Superintendent.

## **C. DEATH IN THE FAMILY**

An Administrator who is required to be absent for one day or more because of a death in the Administrator's immediate family, shall, with the concurrence of the Superintendent, be excused for such day or days. Paid time-off shall be provided to attend the funeral, plus reasonable travel time to and from the funeral location. Under normal circumstances, time-off with pay shall not exceed three (3) days based upon unique circumstances. Each occurrence shall be considered on the merits of the need identified by the Administrator. Immediate family means parents, grandparents, spouse, children, brothers or sisters, or any relative living in the same household with the Administrator.

## **D. DISABILITY LEAVES**

An Administrator who anticipates a disability shall notify the Superintendent, in writing, of the anticipated commencement of the disability as soon as the employee becomes aware of the disability.

- A. In the case of pregnancy, the Administrator shall inform the Superintendent of the anticipated delivery date.

B. No later than 90 days prior to the anticipated delivery date, the Administrator shall require a leave of absence while she is disabled, for which accumulated sick leave may be utilized.

The Board of Education reserves the right to regulate the commencement and termination date of anticipated disability leaves in order to preserve educational continuity. When this occurs, an Administrator who is 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 any unpaid leave shall not be counted for accrual of any benefits.

E. **CHILD CARE LEAVES**

Childcare leave is available to eligible Administrators either through the Family Leave Act or through the provisions of this article. An employee opting for statutory leave shall not be eligible for contractual.

Contractual childcare leave shall begin immediately upon: a) the termination of the disability leave defined above, or b) on September 1 or February 1.

Contractual childcare leave shall terminate at the end of the school year in which the leave was granted. Extensions, or other adjustments to the duration of the leave, shall be at the full discretion of the Board of Education.

An Administrator desiring an unpaid leave shall apply no less than 90 calendar days before the anticipated delivery date of the infant. In the case of an adoption, notice shall be given to the Superintendent when application for the adoption is made. In cases of adoption, application shall be made for a specific leave period as soon as the Administrator is informed of the custody date.

Contractual unpaid childcare leave is available to Administrators who fulfill the requirements set out above. Approval of leave is conditioned upon adequate staffing as determined by the Board of Education. No request will be disapproved arbitrarily, discriminatorily or capriciously.

An Administrator on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. The Board shall, however, continue the Administrator's coverage in the District's group health plans for a period of twelve (12) weeks, after which the employee may continue coverage at his own expense, in accordance with the rules of the insurance carrier.

To be eligible for a new childcare leave, an Administrator must have been actively employed in the District for the full academic year prior to the requested leave.

F. **MILITARY LEAVE**

Military leave shall be granted as required by law. The Board reserves the right to appeal for delay of duty to and after the end of school.

G. **VACATION**

All twelve-month (12) Administrators covered by this contract shall be entitled to ten (10) vacation days annually, through their first three (3) years of service, accruing at .83 days per month. After three (3) years of service, Administrators covered by this contract will earn an additional day (totaling eleven (11) days, accrued at a rate of .92 days per month. After five (5) years of service to fifteen (15) years the service, the Administrator is entitled to thirteen (13) vacation days accruing at 1.08 days per month. Administrators with fifteen (15) or more years of service to the District shall receive fifteen (15) days of vacation (accrued at a rate of 1.25 days/month). Administrators with twenty (20) or more years of service to the District shall receive twenty (20) days of vacation (accrued at a rate of 1.67 days/month). Administrators with twenty (20) years of service as of June 30, 2008 shall continue to receive twenty five (25) vacation days per year, accrued at a rate of 2.08 days per month. Up to a maximum of ten (10) unused vacation days may be carried over to the next year. The Superintendent shall make every effort to have an Administrator use his/her full vacation entitlement prior to his/her effective date of resignation as is feasible for the smooth functioning of the District. Up to a maximum of five (5) current unused vacation days, which could not be taken, shall be reimbursed at a rate of 1/240 of the current salary per unused day; for a twelve (12) month Administrator, 11-month Administrators at a 1/220 of the current salary rate per unused day and ten (10) month contract at a rate of 1/200 of the current salary per unused day.

Although Administrators are not subject to the terms of these statutes, the parties agree that payment for accumulated unused vacation days shall nonetheless be subject to the statutory limitations of P.L. 2007 c. 92, including, but not necessarily limited to N.J.S.A. 18A:30-3.5 and N.J.S.A. 18A:30-9.

H. **FLOATING HOLIDAYS**

All twelve (12) month employees are eligible for holidays in accordance with a holiday schedule, as recommended by the Superintendent and approved by the Board annually. Please see appendix for current holiday schedule, which will be updated annually. In addition, if an Administrator would like to exchange a designated holiday for a comp day, due to work to be performed or other reasons, a request must be submitted to the Superintendent for review/approval, with the best interests of the District operations in mind.

I. **INCLEMENT WEATHER DAYS**

Administrators are required to report to work as conditions permit. Exceptions may be permitted by the Superintendent of Schools.

## ARTICLE V

### HEALTH BENEFITS

#### A. MEDICAL, DENTAL AND PRESCRIPTION COVERAGE

Medical, dental and prescription coverage will be provided for all District employees, through June 30, 2010. For any new Administrator hired after July 1, 2004, a 5% co-pay may be initiated for the dependent portion of the Current Health Plan, at the discretion of the Superintendent.

Administrators shall receive a long/short term disability policy. The selection of the specific insurance policy and carrier as well as the amount of insurance is subject to advance approval by the Board of Education. Each Administrator shall be entitled to a \$1,200 allocation for this program.

## ARTICLE VI

### PROFESSIONAL DEVELOPMENT

#### A. REIMBURSEMENT

The Board of Education shall provide a fund of \$1,600 per Administrator, plus an annual cost of living increase in accordance with federal standards, for the reimbursement of professional development costs. Eligible for reimbursement will be the cost of workshops, conventions, and conferences (including textbooks or software) or professional development materials as pre-approved by the Superintendent. With the joint approval of all the Administrators, the funds may be pooled and used by one individual for a more costly educational experience such as a National Convention. At the end of each fiscal year, the remaining funds shall revert to the District's General Fund.

#### B. COURSE REIMBURSEMENT

1. A member shall be reimbursed for graduate credits to a maximum of twelve (12) credits annually. Reimbursement is not to exceed \$250.00 per credit. All courses must be applicable to the Administrator's current position with the District and must be approved by the Superintendent prior to enrollment. To be eligible for this reimbursement, the member must be employed by the District for a least one (1) full year. The member will be obligated to work under contract for the District for two (2) months per credit taken beyond the year of official acceptance by the Superintendent. If an Administrator leaves the District prematurely, he or she will repay the District for any outstanding course-related reimbursements for which the time requirements have not been met.



The Board shall pay up to sixty dollars (\$60.00) per course for textbooks and/or lab fees.

2. Credit hours eligible for reimbursement must be pre-approved by the Superintendent and must be from an accredited school of education and applicable to a New Jersey Supervisory or Administrator certificate. Approval will be granted for courses that are:

- within a planned program of study leading to an advanced degree
- approved by the Administrator's immediate supervisor as part of an approved PIP
- taken to enhance administrative/staff supervision
- taken for advancement in school curriculum
- taken for new trends in education

3. A minimum grade of A or B or its equivalent is required in all cases of graduate tuition reimbursement.

C. **PROFESSIONAL DUES**

All Administrators currently under contract when this agreement is officially signed and accepted shall have fees and dues paid to a county, state and/or national organization related to his/her job description. The Board of Education may request periodic reports of involvement with these organizations.

**ARTICLE VII**

**USE OF AUTOMOBILE**

A. **MILEAGE**

All members who may be required to use their automobiles in the performance of their duties shall be reimbursed at the current State O.M.B. rate. Mileage reimbursement shall be limited to pre-approved actual mileage in excess of normal miles of a regular workday.

Members who are required to attend evening meetings (after 6:00 p.m.) shall be eligible for meal reimbursement consistent with State O.M.B. regulations.

B. WORK YEAR/DAILY WORK DAY

Twelve (12) month Administrators shall be contracted on a July 1 - June 30 basis. Current eleven (11) month Administrators shall be contracted on an August 1 - June 30 basis.

**ARTICLE VIII**

**COMPENSATION**

An Administrator employed by the District for the 2007-08 school year received a 4.1% base increase as indicated in a signed agreement between the Tewksbury Township Administrators Association and the Tewksbury Board of Education on June 18, 2008. As agreed upon by the parties, a two per cent (2%) performance based bonus that becomes part of the base salary is due upon execution of this Agreement to an Administrator employed by the District for the 2007-08 school year. .

For the first year of this contract, July 1, 2008 to June 30, 2009, each Administrator will receive a three per cent (3%) increase to his base salary. In addition, Administrators will be eligible for a merit bonus of up to four per cent (4%) of their base salary (the bonus shall not become part of their base in subsequent years), based upon the achievement of specified goals as determined by the Board and Superintendent during the 2008-09 academic year.

For the second year of this contract, July 1, 2009 to June 30, 2010, each Administrator will receive a one and one half per cent (1.5%) increase to his base salary. In addition, Administrators will be eligible for a merit bonus of up to five and one half per cent (5.5%) of their base salary (the bonus shall not become part of their base in subsequent years), based upon the achievement of specified goals as determined by the Board and Superintendent during the 2009-10 academic year.

It will be the responsibility of the Administrators and the District Superintendent, with the approval of the Board to develop jointly a set of objectives to be completed. Goals for the 2008-09 and 2009-10 school year have been established and accepted in an appropriate time frame.

The Board reserves to itself the maximum discretion allowed by law to withhold any and all salary raises of any nature or other increases in compensation for the grounds set forth in N.J.S.A. 18A:29-14 or any other statute addressing the withholding of salary increments.

Administrators who have completed 20-24 (twenty to twenty-four) years of service in the District will be paid an additional \$1,000 over their salary per year (not to be considered part of their base salary), based upon a satisfactory rating or higher. Administrators who have completed twenty-five years (25) or more of service in the District will be paid an additional \$1,500 over their salary per year (not to be considered

part of their base salary), based upon a satisfactory rating or higher. Longevity increments shall be based on performance and may be withheld in accordance with N.J.S.A. 18A:29-14 or any other statute addressing the withholding of salary increments

Please reference N.J.S.A. 18A:29-14

*18A:29-14. withholding increments; causes; notice 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 recorded roll call majority vote of the full membership of the board of education. It shall be the duty of the board of education, within 10 days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. The commissioner shall consider such appeal and shall either affirm the actions of the board of education or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals. It shall not be mandatory upon the Board of education to pay any such denied increment in any future year as an adjustment increment.*


Administrators hired by the District after June 30, 1998 will not be eligible for longevity increments.

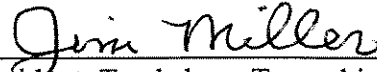
## ARTICLE IX

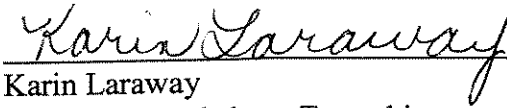
### TERMS OF AGREEMENT

- A. The provisions of the Agreement shall be effective July 1, 2008 and shall remain in force until June 30, 2010.
- B. This Agreement is made and entered into this *24* day of *February*, by and between the Tewksbury Township Board of Education and the Tewksbury Township Administrator's Association.
- C. Both parties agree that during the terms of this Agreement there shall be an opportunity to discuss items needing possible clarification and future Agreement inclusions and exclusions.
- D. If any provisions 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 to be valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

- E. This written agreement is the complete agreement of both parties and anything not contained therein is considered not agreed to unless put into writing and signed by both parties following the date of the agreement.
- F. The Board of Education reserves the right to determine educational policy, to maintain efficiency and to hire and direct the work force.

  
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President, Tewksbury Township  
Board of Education

  
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President, Tewksbury Township  
Administrators' Association

  
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Karin Laraway  
Secretary, Tewksbury Township  
Board of Education