

**AGREEMENT**

**Between**

**THE EGG HARBOR TOWNSHIP  
BOARD OF EDUCATION**

**and**

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

**JULY 1, 2006**

**to**

**JUNE 30, 2009**

**ARTICLE I  
RECOGNITION**

- A. The Egg Harbor Township Board of Education (hereinafter called the “Board” hereby recognizes the Egg Harbor Township Administrators’ - Supervisors’ Association hereinafter called the “Administrators’ Association”) as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all certified administrative personnel, excluding the Superintendent, Assistant Superintendent, the Business Administrator and/or Board Secretary, all employees considered confidential by law and all other employees.
- B. Unless otherwise indicated, the term “administrators”, when used hereafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male administrators shall include female administrators.

**ARTICLE II  
NEGOTIATING PROCEDURE**

- A. On or before October 1, 2006, the Association shall meet with the Board and present to them its demands.
- B. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach agreement on all matters concerning the terms and conditions of administrators’ employment. Such negotiations shall begin in accordance with rules and regulations of the New Jersey Public Employment Relations Commission. Any agreement so negotiated shall apply to all administrators, be reduced to writing, be signed and adopted by the Board and the Administrators’ Association.

**ARTICLE III  
GRIEVANCE PROCEDURE**

- A. Definitions
  - 1. A “grievance” is a claim by an administrator that he has suffered harm or injury based upon the interpretation, application, or violation of this Agreement. In the event a group of administrators allege the same harm or injury, such grievance may be entered by the Association and shall be signed by the administrators concerned.
  - 2. An “aggrieved person” is the person or persons making the claim.
  - 3. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

## B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level equitable solutions to the problems that may from time to time arise affecting administrators. Both parties agree that the proceedings up to and including the Board shall be informal, confidential, and that all parties deemed in interest may be present.

## C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted by the end of the school year or as soon thereafter as is practicable.
3. Failure to follow the time allotments of the grievance procedure by the grievant shall constitute a bar to further processing unless the aggrieved person and the Board shall mutually agree upon a longer time period in writing.

## D. Grievance Progression

1. Level One: An administrator or a group with a grievance shall first discuss it with the Superintendent.
2. Level Two: If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he shall file the grievance in writing specifying the Article(s) violated and the remedy requested within fifteen (15) calendar days of the occurrence or when the administrator should have known of the occurrence of the grievance, with the Superintendent. The Superintendent shall respond in writing within five (5) working days of receipt of the written grievance.
3. Level Three: If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he shall within five (5) working days after a decision by the Superintendent, submit his grievance to the Board of Education. The Board may, at its option, appoint a committee to hold a hearing on the grievance or it may dispose of the grievance based upon the written record. The Board shall, within thirty (30) working days after receipt of the grievance, dispose of the grievance.
4. Level Four: If the grievant, is not satisfied with the disposition of the grievance by the Board, the Association may request binding arbitration pursuant to the rules and regulations of the American Arbitration Association and shall make such request to the American Arbitration Association, with a copy to the Board, within ten (10) working days after receipt of the disposition of the grievance by the Board.

5. The only grievances that may be arbitrated are those based upon the allegation that there has been a violation of the express written terms of the locally negotiated Agreement. The arbitrator shall have no authority to rule on grievances which concern an interpretation, an application, or alleged violation of policies and administrative decisions affecting terms and conditions of employment or statutes and regulations setting terms and conditions of employment.

E. Miscellaneous

1. Cost

In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and Association, including per diem expenses, travel, and cost of the hearing room.

2. The arbitrator's authority and jurisdiction shall be limited to the interpretation, application, or violation of this Agreement. He can add nothing to, subtract from, nor modify in any manner the terms of the Agreement between the parties or any policy of the Board. The recommendation of the arbitrator shall be binding.

3. Representation

Any aggrieved person, at Level Two and above, may be represented by himself, or at his option, by a representative selected or approved by the Association. The grievant shall be present at all states of the grievance procedure.

4. In the event it is necessary to schedule any step of the grievance procedure during school hours, the grievant and his representative and any witnesses that may be required to appear shall be released without loss of pay.

**ARTICLE IV  
ASSOCIATION RIGHTS AND PRIVILEGES**

- A. During negotiations and for the purpose of resolving grievances, the Board shall make available to the Association for inspection, all pertinent records, data, and information of the School District that fall within the public domain.
- B. The Association and its representatives shall have the right to use school facilities in accordance with the Board policy at all reasonable hours for meetings.
- C. The Association shall have the right to use for Association purposes school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculation machines, and all types of audiovisual equipment before or after school hours on school premises when such equipment is not otherwise in use. The Association shall pay for and furnish materials and supplies for such use. Equipment shall not be removed from school premises.

- D. The Association shall have the right to use the inter-school mail facilities and school mail, as it deems necessary for Association business. Whenever any representatives of the Association or any administrator is mutually scheduled by the parties to participate during the working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.

**ARTICLE V**  
**ADMINISTRATORS' RIGHT**

- A. Every administrator shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities for mutual aid and protection. As a duly selected body, exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, that it shall not discriminate against any administrator with respect to hours, wages, or any terms and conditions of employment by reason as his membership or lack of membership in the Association and its affiliates, his participation or lack of participation in the legal activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.
- B. Nothing contained therein shall be construed to deny or restrict to any administrator such rights as he may be under New Jersey School Laws or other applicable laws and regulations. The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No administrator shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such action asserted by the Board of Education or any agent or representative thereof, shall be subject to the Grievance Procedure herein set forth.
- D. 1. Whenever any administrator is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that administrator's position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview. This does not pertain to an administrator or supervisor appearing before the Board for informational or reporting purposes.
2. Whenever any administrator is required to appear before any agent of the Board on a matter, which involves a reprimand, or some disciplinary action, the administrator shall receive reasonable written notice of the meeting, which will include the reason for such meeting. This provision shall not interfere with the evaluation process as prescribed by law.

- E. Disciplinary letters to be incorporated into the personnel files of an administrator shall be cosigned by the superintendent of schools in addition to the signature of the initiating agent of the Board.

## **ARTICLE VI ADMINISTRATORS' SALARIES**

- A. The salaries of all administrators covered by the Agreement are set forth in the salary guide which is attached hereto and made a part hereof. Pay will be distributed on the 15<sup>th</sup> and 30<sup>th</sup> of each month for which an administrator receives compensation. All administrators will participate in direct payroll deposit.
- B. Economic Fringe Benefits.

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

- Members of the bargaining unit who were twelve-month administrators prior to January 1, 1999 shall receive twenty (20) days of vacation after one (1) year of service. Ten (10) vacation days may be taken during the academic year with the approval of the Superintendent, providing appropriate internal coverage can be arranged (12 Month personnel).). All twelve (12) month employees hired/or appointed after, upon completion of the first year of employment, will receive twelve (12) vacation days per year after completion of his or her first year of employment, the administrator shall receive fifteen (15) vacation days upon completion of the of three years of service and twenty (20) vacation days after the completion of six years of service.
  - Insurance Protection (identical to the teachers' agreement).
- A. The Board shall provide the Health Care Insurance protection designated below. The Board shall pay the full family premium for each employee.
1. Provisions of the health-care insurance program shall be detailed in master policies and the contract agreed upon by the Board and the Association.
    - a. Add birth control to the prescription plan for all employees.
    - b. Add for adults and children an orthodontic plan (50% reimbursement, maximum to \$2,000).
    - c. Increase the dental annual maximum to \$2,000.
    - d. Establish a 125 plan (allows spouses who have dual health coverage to withdraw, 50% of the premium savings to the employee and 50% savings to the Board, renewed annually). This plan also provides for a childcare and reimbursement medical cost fund.

e. The effective date of this change is November 1, 2004

122. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1<sup>st</sup> and ending August 31<sup>st</sup>. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

- The Board shall provide a prescription drug program. The carrier and coverage of such plan shall be agreed by upon by the Association and the Board.

- The Board shall provide a dental insurance program. The Association and the Board shall agree upon the carrier and coverage of such plan. There will be a \$25.00 individual and a \$75.00 family deductible except on preventative and diagnostic, with a \$1,500.00 yearly maximum.

- Upon the request of currently employed employees and all newly appointed employees, the Board shall provide a description of the healthcare insurance coverage under Article IV.

- The board agrees to establish and maintain a section 125 plan (allows spouses who have dual health and/or prescription coverage's to withdraw from the Board's plan, with 50% of the premium savings to the employees and 50% savings to the board, renewed annually). This plan also provides for childcare and an unreimbursed medical cost fund. ***NOTE: This is redundant as it is already captured in 2, A, 1, d.***

3. a. There shall be no accumulated sick leave payment to an new administrator or member of the bargaining unit hired after January 1999. Administrators hired after January 1,1999, shall be permitted to accumulate sick leave, however, there shall be no compensation or payment made to the administrator for any accumulated unused sick days at the time of retirement.

b. Administrators who are members of the bargaining unit prior to January 1, 1999, shall have their accumulated sick days capped as of June 30, 1999. The administrators shall be permitted to add an additional six days of accumulated sick leave, to the compensatory capped bank, in the event there are an additional six unused days that have accumulated during the contract year July 1, 1999 through June 30, 2000. Administrators who were hired and became members of the bargaining unit prior to January 1,1999, who retire from the system by submission of the appropriate paperwork and approval by the State Pension Board, shall be paid a terminal payment, which shall be computed by multiplying 60% of the number of unused sick days within the compensatory capped bank accumulated to the administrators' daily salary in effect on June 30, 1999. (The compensatory capped bank equals the number of capped days as of June 30,1999 supplemented by up to an additional six days which can be earned during the year July 1, 1999 through June 30, 2000.)

Administrators hired into the district who were members of the bargaining unit before January 1, 1999, shall be permitted to accumulate a second bank of non-compensatory sick time. Unused sick days can be accumulated from year-to-year, but there shall be no compensation paid at retirement for sick time that has accumulated in the non-compensatory bank, which shall commence with the contract year July 1, 1999. (The sole exception shall be the additional days which an administrator can add to the caned compensatory bank from the contract year July 1, 1999 through June 30, 2000.) The administrators shall be permitted to use the accumulated non-compensatory sick time first. In the event the administrator is required to use compensatory accumulated sick time, he/she shall be permitted to replenish up to a maximum of five days to the compensatory bank in the event future accumulated sick leave is earned up to June 30, 2000.

- c. The procedure to be followed for administrators to receive the terminal payment shall be as follows:
  - 1) Submit a signed letter notifying the District of retirement no later than November 1<sup>st</sup> of the fiscal year prior to the year of retirement.
  - 2) If a member of the unit elects to defer the retirement bonus pay until the subsequent January, then such shall be done if such request is given to the District in writing.
4. Administrators shall be eligible for a sabbatical leave in the District with at least seven (7) years of service within Egg Harbor Township and holds tenure as an administrator. No more than one (1) Administrator may be on leave during any one fiscal year. An Administrator shall be entitled to 50% of his regular salary that shall be paid on the regular payroll schedule of the District. Prior to leaving on sabbatical leave, the administrator shall be placed on the salary schedule at the level, which he/she would have achieved had he/she remained actively employed in the system during the period of the leave. Sabbatical leave will be approved for full time educational studies, which has relevance to the position and title.
5. Each twelve (12) month administrator shall be entitled to twelve (12) accumulated sick leave days per year. Each ten (10) month administrator shall be entitled to ten (10) month accumulative sick leave days per year. Administrators transferring into the district shall receive their sick days. These days are to be kept separate from cumulative sick days accrued in this District and will not be eligible for terminal payment. This provision is retroactive to administrators who entered the district from 1983.
6. Temporary Leave of Absence - Administrators are entitle to the following:
  - (A) Death in the family – Absence due to a death in the administrator’s immediate family or household shall be allowed with pay for the required period up to five (5) school days no more than two (2) times in any one (1) school year. The term “immediate family” shall include spouse, mother, mother-in-law, father, father-in-law, sister,, brother, child, grandparent, grandchild, step-parent, any person for whom the

employee is the legal guardian, and any other member of the immediate household who is legally related.

(B) Critical illness in the family - Two (2) days per year.

(C) Personal Leave - Three (3) days; if unused, the three (3) days shall be converted to sick leave at the end of the fiscal year.

(D) Maternity - Female administrators may take up to twenty (20) days before and after the birth of a child. Any sick time taken before and after the birth of a child shall be counted towards any leave taken pursuant to the Family Medical Leave Act.

7. Other Leaves of Absence

(A) Administrators may apply to the Board for a one (1) year's leave of absence for the purpose of caring for their infant child.

(B) All administrators may apply to the Board of Education for an extended leave of absence.

8. All administrators shall receive mileage for school related business that takes place outside of the school district's boundaries in the amount specified by the Internal Revenue Service. There shall be no other mileage reimbursement.

9. All administrators shall work the school calendar and receive holidays during the summer as recognized by the Board of Education. In the event of an emergency, the Superintendent may approve the carry-over of ten (10) unused vacation days to be taken in the next fiscal year.

10. (A) The Board shall promote professional growth experiences for the Administrators by providing \$15,000. for attendance at national conventions including AASA, NASP, NAESP, and ASCD. Expenses will include transportation, lodging and registration fees. No more than four (4) work days can be included in the trip. A written report must be submitted to the Superintendent within ten (10) days upon return from the convention. The Association shall recommend, on a rotating basis, which Administrators will attend the appropriate conventions. These travels may also include national and state seminars and institutes.

(B) The Board shall provide two (2) professional days with mileage expenses for the Administrators upon the Superintendent's approval.

11. Administrators may individually elect to have a percentage of their pay automatically deducted and deposited in the Atlantic Burlington Credit Organization (ABCO).

12. The Board will establish a fund of five hundred dollars (\$500) for payment of valid claims by administrators for clothing or personal property damaged as a result of physical contact with students which may occur while the administrator is attempting to maintain discipline and order in school at a school related function.

13. The Board agrees that in the event an administrator is entitled to legal fees in accordance with N.J.S.A. 18A:16-6, the Board shall also reimburse the administrator reasonable legal fees incurred to expunge the administrator's arrest record arising out of the incident for which legal defense was required.
14. There shall be no longevity payments for any administrator hired after January 1, 1999.
15. The initial salary guide placement of any employee hired to be a member of the bargaining unit shall be the sole prerogative of the Board of Education. The only exception shall be in the event where the individual hired is already member of the administrator's bargaining unit, then in that event, the bargaining unit shall be permitted to consult with the Board regarding the initial placement on the salary guide.
16. The salary guides for the 2007-2007, 2007-2008 and 2008-2009 school years are attached as attachments A, B. & C, respectively. The Board reserves the right to approve the distribution along the Salary Guide.
17. Administrators covered by this agreement will be reimbursed \$300.00 per course in the pursuit of a Doctorate Degree.

**ARTICLE VII  
BOARD RIGHTS CLAUSE**

- A. Except as otherwise specified in this Agreement, the Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all of the operations and activities of the School District to the full extent authorized by law.
- B. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievances and any effect thereof shall have been fully determined.
- C. It is understood by all parties that under the ruling of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or power granted by law.

**ARTICLE VIII**

## **WORK YEAR**

A. Twelve (12) Month Administrators

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

B. Ten (10) Month, Ten (10) Day Supervisors

The work year for ten (10) month administrators shall be September 1<sup>st</sup> through June 30<sup>th</sup> with ten (10) additional workdays to be mutually scheduled with the building superintendent or principal for the period between June 30<sup>th</sup> and August 31<sup>st</sup>. Holidays for such ten (10) month administrators shall be in accordance with the School Calendar. All Supervisors will have K through 12 curriculum responsibilities as per Board policy. The scope of these responsibilities will be reflected in the Board Policy job descriptions developed in cooperation with the supervisors.

C. Ten (10) Month Assistant Principals

The work year for ten-month assistant principals shall be September 1<sup>st</sup> through June 30<sup>th</sup>. Holidays for such ten-month assistant principals shall be in accordance with the School Calendar.

All ten month assistant principals employed after March 1, 2004 (date of mutual agreement) will be ten month and ten day employees. The ten days between July 1<sup>st</sup> and August 31<sup>st</sup> will be determined by the superintendent or building principal.

## **ARTICLE IX MODIFICATION**

A. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

B. Whenever any notice is required to be given by either of the parties to this Agreement, to the other, pursuant to the provisions) of this Agreement, either party shall do so in writing at the following address:

4. If by Association, to Board:  
Board of Education of Egg Harbor Township  
202 Naples Avenue  
West Atlantic City, New Jersey 08232

5. If by Board, to Association President:  
Zed Robinson  
Egg Harbor Township Swift School  
5 Swift Drive  
Egg Harbor Township, New Jersey 08234-5315

**ARTICLE X  
DURATION OF THE AGREEMENT**

- A. This Agreement shall be effective beginning July 1, 2006 and continue through June 30, 2009.
- B. In witness whereof, the Association and Board have caused this Agreement to be signed by its presidents and attested by its secretaries, all on the day and year noted below.

**EGG HARBOR TOWNSHIP PRINCIPALS' - SUPERVISORS ASSOCIATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
President

By \_\_\_\_\_ Date \_\_\_\_\_  
Secretary

**EGG HARBOR TOWNSHIP BOARD OF EDUCATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
President

By \_\_\_\_\_ Date \_\_\_\_\_  
Secretary