

CONTRACT

**JULY 1, 2013 - JUNE 30, 2016
A G R E E M E N T**

Between

COLLINGSWOOD BOARD OF EDUCATION

And

**COLLINGSWOOD PRINCIPALS AND SUPERVISORS
ASSOCIATION**

Date of CPSA Ratification: June 13, 2013

Date of Board of Education Ratification: June 24, 2013

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ARTICLE I

RECOGNITION

- A. Pursuant to the N.J.S.A. 34:13A-1 et.seq., the Collingswood Board of Education hereby recognizes that Collingswood Principals Association is the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for the personnel employed: all Principals, all Assistant Principals, Director of Curriculum & Instruction, Director of Special Education, Director of Guidance, Director of Secondary Student Projects, and all Supervisors of Instruction.
- B. Unless otherwise indicated the term "administrator" when used hereafter in this Agreement, shall refer to all employees represented by the Association in the negotiations unit as above described.
- C. In the event that the Board establishes new positions in job titles which the Association believes should be included in the negotiations unit, the Association may initiate discussions with the Superintendent or his designee. If the parties agree to the inclusion of new titles, such agreements shall be memorialized in writing. If no agreement is reached, the Association may initiate a recognition or unit clarification proceeding before P.E.R.C.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations for a successor agreement pursuant to N.J.S.A. 34:13A-5.1 et seq. Negotiations shall begin not later than December 1st of the year preceding the termination of the contract.
- B. Neither party to the negotiations shall have any control over the selection of the negotiations representative of the other party.
- C. This agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

- A. A grievance shall mean a complaint by an administrator (1) that there has been as to him/her a violation, misrepresentation or inequitable application of any of the provisions of the within Agreement; or (2) that he/she has been treated unfairly or inequitably by reason of any act or condition which is contrary to the established policy or practice governing or effecting administrators; provided, however, that the term "grievance" and the procedure relative thereto as hereafter set forth shall not apply to the following matters:

1. Matters for which a method of review is prescribed either by law or by any rule or regulation of the State Commissioner of Education;
2. In matters where the Board is without authority to act;
3. Any matter which according to law, is exclusively within the discretion of the Board;
4. A complaint of a non-tenured administrator which arises by reason of his not being re-employed;
5. A complaint by an administrator arising from the appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.

B. (1) All meetings and hearings under this procedure shall not be conducted in public and shall only include the principal parties involved and their legal and/or professional consultants. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximum. Failure of the grievant to meet the next step within the specific time limit should be deemed as a waiver of future appeal. Time limits may be extended by mutual consent of the parties and shall be extended at the request of either party during a school vacation.

(2) If, in the judgment of the P.S.A., a grievance affects an employee or a class of employees, the P.S.A. must submit such grievances in writing to the Superintendent directly and the processing of such grievances shall be commenced at level 2. The P.S.A. may process an individual person's grievance even though the aggrieved person does not wish to do so.

(3) All employees including the grievant, are required to follow administrative directives and Board policies regardless of the pendency of any grievance until such grievance is properly determined.

(4) Any administrator who presents a grievance is entitled to be represented by a person designated by the Association or by a representative of his own choosing. In the event that the grievant chooses not to have any representation or chooses a private representative rather than one provided by the Association, the Association shall have the right to be present and to participate in all proceedings related to the grievance. The Association shall be provided with copies of all grievances initiated and all responses made to such grievances.

Step 1: An administrator with a grievance shall first discuss it with his/her immediate supervisor directly with the objective of resolving the matter informally.

Step 2: If the aggrieved administrator is not satisfied with the resolution of his grievance after discussion with his/her immediate supervisor as provided above, the aggrieved administrator may file a grievance in writing with the Superintendent of Schools within ten (10) working days following the informal discussion with the immediate supervisor. The written grievance should specify the following:

1. The nature and date of the alleged occurrence in reasonable detail;

2. The nature and extent of injury, loss or inconvenience;
3. The remedy which the employee seeks;
4. The results of prior informal discussions;
5. In notice of appeal, the dissatisfaction with the decision previously rendered;
6. In notice of appeal, whether or not the grievant desires a hearing;

The Superintendent of Schools shall, if hearing has been requested, conduct a hearing within fifteen (15) days of receipt of the written grievance and shall render his decision in writing within thirty (30) days of the receipt of the grievance. In the event that a hearing is not requested, the Superintendent of Schools shall render his decision within thirty (30) days of the written grievance.

Step 3: If the aggrieved administrator is not satisfied with the disposition rendered by the Superintendent of Schools, or if no decision has been rendered within thirty (30) days after the grievance was filed, the aggrieved administrator may file a request in writing for review of the grievance by the Board Of Education. The Board of Education shall review the grievance and shall conduct a hearing in connection with said grievance. The Board of Education shall render its decision on the grievance in writing within thirty (30) days after its receipt of the grievance or, if the hearing is conducted, within thirty (30) days following the date of the hearing.

Step 4: If the aggrieved administrator is still not satisfied, the aggrieved administrator may file for advisory arbitration, with cost to be absorbed by the Collingswood Principals and Supervisors Association. While the Board of Education may consider the opinion of the arbitrator, it is non-binding in nature and the decision of the Board shall be final on the grievance.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION:

The Board agrees to furnish the Association in response to requests from time to time all available information concerning the financial resources of the District including, but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements, all allocations, agendas and minutes of all Board meetings, census data, names and addresses of all employees and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with the information which may be necessary for the Association to process any grievance or complaint.

B. USE OF SCHOOL BUILDINGS.

Representatives of the Association shall be permitted to transact official Association business on school property at all times outside the scheduled pupil day, provided that this shall not interfere with or interrupt normal school operations.

C. USE OF SCHOOL EQUIPMENT.

The Association shall have the right to use school facilities and equipment, including computers, Xerox or other similar equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment incident to such use.

D. EXCLUSIVE RIGHTS.

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, as defined in the unit and to no other organization.

E. RIGHTS AND PROTECTION:

Pursuant to Chapter 12, Public Laws of 1974, the Board and Association hereby agree that every employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations or refrain therefrom. The Board and Association agree that they shall not directly or indirectly discourage, deprive, or coerce any rights conferred by Chapter 12, Public Laws of New Jersey.

F. JUST CAUSE:

No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board shall be subject to the grievance procedure. Anything herein to the contrary notwithstanding, neither just cause nor the grievance procedure shall apply to the non-renewal of employment of a non-tenured employee or to the withholding of increment based upon performance.

G. CRITICISM OF EMPLOYEE:

Any complaint must be made in writing. The employee shall be given the opportunity to respond and/or rebut such complaint and shall have the right to be represented at any meeting regarding such complaint.

H. ADMINISTRATIVE VACANCIES

1. A notice of vacancy in an administrative position shall be posted in each building and a copy sent to the Association. The notice of vacancy shall set forth the position, qualifications, duties and rate of compensation.
2. The Association shall be notified of the identity of the person selected for the position.

ARTICLE V

MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and rulings of the Commissioner of Education, to:

- a. Direct employees of the School District;
- b. Hire, promote, transfer, assign, retain and discharge employees;
- c. Relieve employees from duty because of lack of work or other legitimate reasons;
- d. Direct the methods, means, and personnel by which such operations are to be conducted;
and
- e. Take whatever action as may be necessary to accomplish the mission of the School District.

The exercise of the rights set forth in this Article shall be consistent with the provisions of this Agreement.

ARTICLE VI

TERM OF EMPLOYMENT

The contract year for all twelve (12) month administrators shall be from July 1st to June 30th of the following year.

ARTICLE VII

SCHOOL CALENDAR

Input to the school calendar shall be solicited from representatives of the Collingswood Principals Association prior to its being adopted by the Board of Education.

ARTICLE VIII

LEAVES OF ABSENCE

A. Sick Leave:

(1) All twelve month administrators shall be entitled to twelve (12) sick leave days each school year. Unused sick leave days shall be accumulated from year to year.

(2) Sick leave is defined to mean absence because of personal disability due to illness or injury, or because of exclusion from school on account of contagious disease or quarantine for such disease.

B. Administrators shall be eligible for payment of unused sick leave upon retirement or leaving the district's employ at the following rate:

Effective July 1, 2013: **\$95.48 per day;**

Effective July 1, 2014: **\$97.58 per day;**

Effective July 1, 2015: **\$99.54 per day.**

Maximum number of compensable days is 120.

An employee must be retiring with a minimum of ten (10) years experience as an administrator in the Collingswood School District.

In the event an administrator shall die during the course of employment, the administrator's estate shall be paid for earned unused vacation time and for all unused accumulated sick leave according to the compensation rates established by this article.

- C. Administrators may use up to three (3) days leave of absence without loss of pay per year for personal business which requires absence during working hours. Written application for such leave shall be made to the Superintendent of Schools at least two (2) days before taking such leave, except in case of emergencies. All unused personal days shall be "rolled over" and added to the administrator's accrued sick leave on an annual basis.
- D. Administrators may receive up to five (5) days of leave per occurrence, without loss of pay in the event of the death or serious illness in the immediate family. For the purposes of this section, "immediate family" is defined to include spouse, child, parent, grandparent, grandchild, brother, sister and corresponding in-laws.
- E. Administrators may receive up to three (3) days of personal leave per year without loss of pay for death or serious illness in the family. For the purposes of this section "the family" is defined as all relatives other than the "immediate family".
- F. Administrators may make application to the Board of Education through the Superintendent of Schools for paid or unpaid additional leave; decisions on such leave to be made in the sole discretion of the Board.
- G. MATERNITY LEAVE:
 - 1. The Board of education shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant administrators with pay, on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1, et. seq.
 - 2. It is recognized that an employee's maternity leave application involves both a disability and child care phase. The disability phase is that period of time both pre-natal and post-natal during which a physician certifies inability to work. The child-care phase is that period of time selected by the employee in accordance with (b.) below, which follows the disability phase during which time the employee voluntarily suspends her career to care for the newborn child.
 - a. Disability Phase. Any tenured or non-tenured employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of the application, which shall be made upon sixty (60) days notice to the Board, the employee shall specify in writing the date on which she wishes to return to work after the birth except in the case of stillbirth, in which case, the employee may elect to return to work at an earlier date. The Board shall request any employee to produce a certificate from a physician in support of the requested leave

dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. The physician's certification is subject to agreement by the Board's physician.

- b. Child-care phase. Where the requested leave dates are beyond the period of disability associated with pregnancy, and is for child-care purposes, as defined above, the tenured employee shall be granted at her discretion a leave for (1) the balance of the school year in which the birth occurred, or (2) the balance of the school year in which the birth occurred and the entire following school year. Administrators must notify the Superintendent of the requested leave dates sixty (60) days prior to the commencement of the leave and are not permitted to change the duration of the leave after notice is given.
3. Any tenured administrator adopting a child may receive the unpaid childcare leave under the same terms as set forth above. However such administrators shall not be eligible for the disability phase.
4. An Administrator returning from maternity leave shall retain all benefits accumulated prior to the leave.

ARTICLE IX

VACATIONS

Twelve (12) month administrators shall be entitled to twenty (20) vacation days annually. Vacations for association members shall be taken within the contract year with the Superintendent's approval. Ten (10) days of which may be taken during the summer with the remaining ten (10) days to be used during the academic year at the Superintendent' discretion.

In addition to the above described vacation time, Administrators shall not be required to work during Winter and Spring recesses and, further, shall not be required to work on holidays established by the school's calendar. These additional days off are understood to be in accordance with established practice in the school district.

The intent of Article IX of the Agreement is to provide Principals the opportunity to use their vacation days during the school year when it has not been possible to use all vacation time during the summer months.

The days to be used would be mutually agreed upon by the Superintendent and the administrator. If such an agreement cannot be reached the administrator would be entitled to seek relief through the personnel committee of the Board of Education.

For the purpose of this article, each administrator in the unit shall be permitted to "carry" a maximum of twelve (12) vacation days as of the start of any given school year. Any exceptions to this rule must be justified in writing to the Personnel Committee of the Board of Education.

A member who dies before his contract period is completed shall have payment for his earned vacation days, up to a maximum of thirty days, given to his designated beneficiary. A member who resigns or retired during the contract year shall receive payment, up to a maximum of thirty days, for earned vacation days based on the per diem salary of his current year of employment.

ARTICLE X

SALARIES

- A. Financial increase will be:
- | | |
|-----------|-------|
| 2013-2014 | 2.40% |
| 2014-2015 | 2.20% |
| 2015-2016 | 2.00% |
- B. Persons covered by this agreement shall be paid in accordance with the **2013 through 2016** Salary Guide which is attached hereto and made a part thereof. (Schedule A)
- C. An Administrator assigned to the Saturday enrichment program shall be compensated for duty at the established rate subject to program renewal in accordance with practice.
- D. **Longevity will apply only to those members of the Collingswood PSA who have served as administrators in the Collingswood Public School District for the following consecutive years of service: 10 years - \$500; 15 years - \$1,000; 20 years - \$1,750.**
- E. The Board shall provide a **\$5,500 incentive in 2013-2014; \$5,500 incentive in 2014-2015; and \$5,500 incentive in 2015-2016** per year for an earned doctorate.
- F. The parties agree that any principal assigned two elementary schools shall not be assigned summer school.
- G. Terms of any additional salary increment will be negotiated with CPSA for administrators who are asked to participate in shared services after terms of initial employment have been established.

ARTICLE XI

INSURANCE AND FRINGE BENEFITS

Effective July 1, 2013, Insurance protection will change as follows:

- A. The Board shall have the right to provide health insurance benefits through a carrier selected by the Board after consultation with the Association provided that there is no reduction of benefits from the levels of benefits provided on June 30, 2013. The Board shall pay the full premium for each employee and one hundred percent (100%) for each employee dependent coverage. The current level of benefits listed at ratification of this Agreement shall serve as the benchmark for any future references. The current level of benefits in place as of June 30, 2012 include:

Patriot 5/15 Blue QPOS (with gatekeeper) See attached
Patriot 5/15 Gold QPOS (no gatekeeper) See attached

Beginning July 1, 2013, the Collingswood Public Schools shall make the following minimum coverage choices available to the active workforce with at least three levels of benefits made available:

- Plan 1 = Low Premium Cost Option
- Plan 2 = Blue Plan or a plan of equal or better coverage
- Plan 3 = Gold Plan or a plan of equal or better coverage

Employees will have the opportunity to select the plan that best meets their individual needs. The level of benefit of the Low Premium Option (Plan 1) shall not be negotiable, although the availability of at least three plans shall be contractual. Plans 2 and 3 must maintain levels of coverage equal to or better than the benchmarks described above, while the Low Premium Option may be changed annually at the discretion of the Board.

- B. All employees of the Board are covered by a policy of Insurance under the New Jersey Laws regarding Workers' Compensation. It is essential that any employee suffering injury while carrying out his duties notify the school within 24 hours of such injury, however minor.
- C. The Board of Education shall provide an employee and dependent coverage prescription plan with a \$15.00 (Generic), \$25.00 (Name Brand), \$10.00 (Mail) co-pay provision for a 90 day supply.
- D. The Board of Education shall continue to provide a full family dental insurance plan from July 1, 2013 through June 30, 2016.
- E. The total cost to the Board of Education for prescription and dental plans provided above shall not exceed the rates in effect on June 30, 2016.

F. Insurance Protection

1. As of July 2010, each employee will annually contribute by payroll deduction an amount equal to 6% of the employee's annual health insurance premium above what is required by law when enrolled in the Amended Pat X Gold Insurance Plan. These levels of contributions will continue for the life of this contract. The payment will be deducted over the employee's contractual year (10 month / 12 month). This contribution will be deposited into a third party account called the "Cafeteria Plan" (administered by a third party) to be used for payment toward the cost of maintaining the employee's health insurance.

2. The employee will not be held responsible for mishandling of funds, penalties, or service charges through this premium only contribution plan.

3. The CPSA will be given written notification of premium rates prior to September 1 of each year for notification to its members.

4. Any available options under IRS Section 125 regulations will be mutually agreed upon by both the CEA and BOE. In the event that an employee utilizes any of the mutually agreed upon options, any charge for these options will be collected monthly through payroll deductions. The Board will bear no cost related to an employee's selection of an option.

5. Any unused funds remaining in these plans shall be refunded to the plan as per IRS regulations.

- G. Any employee who declines coverage will be paid an amount equal to 25% of the cost of the declined insurance protection or \$5,000, whichever is lesser, according to the following schedule – ½ paid January 1, ½ paid June 30.

ARTICLE XII

PROFESSIONAL DEVELOPMENT

- A. The professional development allotment shall be **\$1,850.00** per administrator for each year of the contract. Mentoring fees, NJ EXCEL and Leader to Leader fees will be eligible for reimbursement under this allotment.
- B. Under the provisions of this article, each administrator is eligible for professional development benefits up to the maximum individual amount established above in (A) for the following professional activities: graduate tuition, professional conferences, and professional conventions and fees, travel, books, housing costs incurred therein. Reimbursement shall be limited to the annual amount established above in section A. In addition, these funds may be used for the purchase of computer hardware/software to assist the administrative process with the approval of the Superintendent. It is understood that all hardware/software will remain the property of the Board of Education. All requests under this article shall be approved in advance by the Superintendent.
- C. Other Provisions
 - 1. All PSA Members in or above the second year at Collingswood shall be entitled to reimbursement for the cost of courses in an approved doctoral program, provided that the total cost of such reimbursement to the District does not exceed the \$10,000 Tuition Reimbursement Account established by the Board of Education and the program has been approved by the Superintendent. Administrators taking advantage of this provision agree to commit to at least two (2) years continued employment following the date of the earned doctorate. If the administrator leaves prior to this period of time, he/she will reimburse the Board for all tuition related to the doctorate that was reimbursed by the Board of Education.
 - 2. Dues to the State Principals Association will be reimbursed at the full rate.

ARTICLE XIII

EVALUATION AND COMPLAINT PROCEDURE

A. RIGHT TO FULL KNOWLEDGE

The Board of Education and the Superintendent shall subscribe to the principle that an administrator has the right to full knowledge regarding the judgment of his superiors respecting the effectiveness of his performance and that, further, he is entitled to receive such recommendations that will assist him in increasing the effectiveness of his performance.

B. EVALUATION PROCEDURES

- 1. Each administrator shall be provided with copies of all written evaluations.
- 2. A conference shall be arranged between the evaluator and the administrator as soon as possible after receipt of the written evaluation by the administrator, in compliance with N.J.A.C. 6:3-1.21.

3. Each administrator shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him. No written evaluation may become part of an administrator's personnel file without the administrator's signature.
4. Each administrator shall have the right of a rebuttal statement permanently attached to his personnel records.

C. ACCESS TO RECORDS

Each administrator shall have access to his total personnel records. He shall have the right to request deletion of any items contained therein.

D. NOTICE OF CONTRACT RENEWAL

Each administrator shall receive written notice by April 30th of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

E. COMPLAINT PROCEDURE

No complaint shall be the basis of an unfavorable evaluation or disciplinary action, nor shall a record of any complaint be made part of an administrator's personnel file unless the administrator has been formally notified of the existence of the complaint and given full opportunity to respond.

The Board of Education shall not discuss at a public meeting a complaint against an administrator if said discussion could result in a possible imposition of penalty or discipline without adequate prior notice to the administrator.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- A. Any notice to be given to any of the parties pursuant to the terms of this agreement shall be given as follows:

TO THE BOARD: Superintendent of Schools, Collingswood Board of Education,
200 Lees Avenue, Collingswood, New Jersey.

TO THE ASSOCIATION: President.

- B. If any provision of this agreement or any application of this agreement to any administrator or group of administrators is held to be contrary to law, then such provisions or applications 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.
- C. Any individual contract between the Board and an individual administrator, 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 this agreement, this agreement shall control during its duration.

- D. 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. In accordance with N.J.S.A. 52:14-15.9(e), the Board shall, upon receipt of written authorization from an administrator, make regular payroll deductions for membership dues in the Collingswood Principals Association and its affiliate organizations. The Association shall certify in writing to the Board Secretary the correct amount to be deducted.

ARTICLE XV

DURATION OF AGREEMENT

- A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the both parties.
- B. This Agreement shall be effective as of July 1, **2013** and shall continue in effect until June 30, **2016**.

ARTICLE XVI

COMPENSATION FOR ADDITIONAL DUTIES

- A. An administrator who is assigned to fill a vacant administrative position for an extended period of time (more than three (3) months) while continuing to perform the duties of his/her original position shall be entitled to additional compensation. The amount and form of the additional compensation, such as additional salary and/or compensatory time off, shall be the subject of negotiations between the Board and the Association in each individual case. In the event that negotiations are concluded after the administrator has filled the additional position over three (3) months, compensation shall be retroactive to the date of the additional assignment.
- B. The term "Vacancy" as used in this Article shall mean a position formally established in the school district's Table of Organization which is temporarily unoccupied due to the incumbent's resignation, long-term illness, death, or other reason. Consequently, this Article shall not apply in the case of Reduction-in-Force in which an administrative position is abolished and some or all of its duties reassigned to other positions.

Collingswood Board of Education

by: James Hatzel
James Hatzel, President

by: Beth Ann Coleman
Beth Ann Coleman
Business Adm./Board Secretary

Date: 7/23/13

Collingswood Principals/Supervisors Association

by: John McMullin
John McMullin, President/Chairperson

by: Dennifer McFarland
Negotiations Team Member

by: Mary E. Bezanis
Negotiations Team Member

Date: 7/23/13