

**AN AGREEMENT BETWEEN THE  
LITTLE EGG HARBOR TOWNSHIP  
ADMINISTRATOR'S ASSOCIATION  
AND THE  
LITTLE EGG HARBOR TOWNSHIP  
BOARD OF EDUCATION  
JULY 1, 2012 – JUNE 30, 2015**

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## **PREAMBLE**

This agreement effective this 1<sup>st</sup> day of July, 2012, by and between the LITTLE EGG HARBOR TOWNSHIP BOARD OF EDUCATION, county of Ocean, state of New Jersey, (hereinafter called the "Board") and the LITTLE EGG HARBOR TOWNSHIP ADMINISTRATORS ASSOCIATION (hereinafter called the "Association").

## **WITNESS**

WHEREAS, the Board and the Association has the obligation, in accordance with Public Employer-Employee Relations Act, NJSA 23:13-1 et seq., to negotiate with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings, which they desire to confirm in this agreement.

NOW, THEREFORE, RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

The Board recognizes the Association as the representatives for negotiations concerning terms and conditions of employment for all administrators, directors, principals, supervisors, and vice principals, whether under contract, or on leave, but excluding any and all administrative and/or supervisory personnel not specified herein, in the Little Egg Harbor Township Public School District, within the scope of the New Jersey Employer-Employee Relations Act, and as interpreted by the Public Employment Relations Commission through its rules and regulations.

## **ARTICLE I RECOGNITION AGREEMENT**

The Little Egg Harbor Township Board of Education recognizes the Little Egg Harbor Township Administrators' Association as the representative for negotiations concerning terms and conditions of employment for all directors, principals, supervisors, and vice principals, but excluding any and all administrative and/or supervisory personnel not specified herein, in the Little Egg Harbor Township Public Schools within the scope of the New Jersey Employer-Employee Relations Act, and as interpreted by the Public Employment Relations Commission through its rules and regulations.

## **ARTICLE II NEGOTIATION PROCEDURE**

1. The Little Egg Harbor Township Board of Education agrees to negotiated terms and conditions of employment with the Little Egg Harbor Township Administrators' Association.
2. The Little Egg Harbor Township Administrators' Association and the Board of Education recognize that a majority of the Board and Administrators must ratify all agreements reached.

The Little Egg Harbor Township Board of Education and the Little Egg Harbor Township Administrators' Association recognizes the importance of providing all parties concerned with a finalized, written copy of the agreed upon contract within a timely manner. Both parties agree that the new contract will be presented for signatures in a timely manner.

### **ARTICLE III GRIEVANCE PROCEDURE**

1. The term grievance means a complaint by any Administrator that there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement, or administrative decision affecting said Administrator, or that said policy, agreement or administrative decision itself it's inequitable, improper, or unjust. The term grievance shall not apply to any matter for which a method of review is prescribed either by law or by any rules or regulations of the State Board of Education.
2. An aggrieved Administrator shall institute action under the provisions herewith within 20 working days of the occurrence complained of or within 20 working days after he/she should reasonably be expected to know its occurrence. Failure to act within said 20 working days shall be determined to constitute abandonment of the grievance provided that where an occurrence is part of a recurring series of events, those events occurring more than 20 working days prior to the institution of the procedures provided herewith may be considered for the purposes of determining the validity of the complaint.
3. An Administrator processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
4. In the presentation of a grievance, the Administrator shall have the right to present his appeal pro se, by attorney or to be represented by the local Association or other professional association. When an Administrator is not represented by the local Association, the local Association shall have the right to have a representative present and to state its views before the Superintendent and all levels above.
5. Administrators are requested first to discuss their grievance orally with their immediate supervisors. Such discussion should occur during the 20 working day period and shall not extend it except by written consent of the Superintendent.
6. If the grievance is not resolved to the Administrator's satisfaction, the Administrator shall submit their grievance in writing to the Superintendent of Schools within 10 working days of the date of the oral discussion with the immediate supervisor. The written grievance shall specify:
  - a. The specific provision(s) of this agreement, Board policy/policies of administrative decision(s) which give rise to the grievance
  - b. The date the alleges grievance occurred
  - c. The nature and extent of the injury of loss
  - d. The results of the prior discussions
  - e. The relief or remedy sought

7. Within 5 school days from the receipt of the written grievance, the Superintendent or Board President, shall set a date for a hearing which shall be within 10 school days from the receipt of the written grievance unless a different period is mutually agreed upon.

8. Within 10 days after said hearing, unless different period is mutually agreed upon, the Superintendent or Board President, shall, in writing, advise the Administrator and their representative, if there are to be one.

9. In the event of the failure of the Superintendent or Board President to act in accordance with the provisions of Paragraph 7 and 8, or in the event a determination by the Superintendent or Board President in accordance with the provision thereof deemed unsatisfactory by any party, the dissatisfied party within 10 days of the act may appeal to the Board of Education.

10. When an appeal is taken to the Board, there shall be submitted by the grievant a statement of the dissatisfaction of the party appealing to which shall be attached copies of all previous writings. A copy thereof (which may be without attachments) shall be delivered to the Superintendent and all other parties. The statement shall request a hearing if desired.

11. The Board shall review the grievance and hold a hearing with the Superintendent, and excepting for good cause shown, render a decision in writing within 30 calendar days of receipt of the grievance by the Board.

12. In the event that the grievant, or the Association, as the case may be, shall be dissatisfied with the disposition by the Board, a further appeal shall be allowed within 15 days thereof, as follows:

- a. A matter arising under school law may be appealed to the Commissioner of Education pursuant to the rules and regulation of the State Board of Education.
- b. A matter relating to terms and conditions of employment, and not recognizable before the Commissioner of Education, may be taken to arbitration by the Public Relations Committee.

13. If the judgment of the Association, a grievance affects a group or class of Administrators, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievances shall be commenced at the level.

14. Once initiated, the Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

15. All hearings under this procedure shall be conducted in private and shall include only persons directly concerned and their designated or selected representative.

16. A mutually acceptable form will be utilized to facilitate to above grievance procedure after the first 5 steps have been completed.

## **ARTICLE IV BENEFITS**

### **1. Health Insurance**

All member of the Administrators Association will be provided with a health benefits package that will include dental, health, and prescription coverage. The Board has the right to change insurance carriers; however, any new carrier will offer a level of benefits that is equal to or better than those currently provided. All Administrators will be offered full family coverage at no cost, provided the choice is Direct Access (see below for buy-up information).

a. The base health insurance plan will be Direct Access. Employees who wish to maintain Traditional coverage may do so, and will pay the difference in the premium costs through payroll deduction. Employees with an employment start date after June 30, 2009 will only be able to enroll in Direct Access.

b. The Board will pay employees who waive their medical insurance 50% of the waived premium. Employees must show proof of alternative coverage in order to waive. Employees will be paid one-half of the waiver payment in December and one-half in June. The payment will be based on the premium in effect in July of the fiscal year in which the waiver occurs. A Section 125 account will be established to protect the non-taxable status of insurance for those who do not waive insurance. Employees shall waive coverage for the entire school year, and may re-enroll during any open enrollment period, or immediately upon losing their alternative coverage, which case their waiver payment will be prorated. A minimum of 25 persons district-wide must waive insurance in order for this paragraph to be implemented.

c. The prescription drug co-pays will be \$5.00 generic/\$15.00 name-brand, and generic drugs must be utilized if available (mandatory generic), unless a physician orders otherwise and documents in writing the reason(s) the name-brand drug is medically necessary.

### **2. Disability Insurance**

The Board will assume 100% of the cost of the base level premiums for a disability insurance plan that is equal to the level of benefits received by the teachers in their Board Paid Plan. The Association recommends that the Prudential Insurance Company provide this insurance, as several education associati' as recommend them. In the event an Administrator wish to purchase disability insurance other than that provided by the Board

of Education, that member will be entitled to a cash payment not to exceed the value of the Board paid premium. This reimbursement will be subject to the submission of a paid receipt from the insured's company to the Business Office. In the event that an employee leaves the district before June 30<sup>th</sup>, the amount will be pro-rated.

### 3. Retirement

#### 3.1

Upon retirement or termination of employment, Administrators hired after July 1<sup>st</sup>, 2006 will be paid up to \$15,000 for unused vacation days at their then per diem rate.

#### 3.2

Effective July 1, 2012, the annuity-based sick day payout program provided for in previous contracts shall be discontinued and replaced with the following provisions.

Commencing July 1, 2012, all unused sick days shall be cumulative and without limit. Administrators shall be compensated for unused sick days accumulated after July 1, 2012 upon retirement/severance from the district (except for cause) in accordance with the rules and regulations of the Teachers' Pension and Annuity fund and NJSA 18A:30-3.5. The compensation for accumulated unused sick days shall be at the employee's then current per diem rate. The Administrator shall notify the Board of Education by December 1<sup>st</sup> of the last year of employment of their intent to retire.

Two separate unused sick day banks shall be established and maintained for each current Administrator. The first bank shall consist of all previously accumulated unused sick days up to and including June 30, 2012. The second bank shall consist of all accumulated unused sick days from July 1, 2012 moving forward. Starting July 1, 2012, all sick days used by an Administrator shall be deducted from the first bank until such time as the first bank is empty then and only then can the days from the second bank begin to be reduced.

Intent: To eliminate the annuity-based sick day payout program. All currently participating members shall be entitled to retain all previously paid annuity monies. Moving forward, Administrators shall now be compensated for all unused sick day accumulated after July 1, 2012 upon retirement/severance from the district (except for cause). Administrators shall be entitled to use sick days accumulated prior to July 1, 2012 first so as to begin accumulating days under the new payout provisions.

### 4. Travel Expenses

An administrator on official school business out of the district or after regular school hours shall be reimbursed for transportation in a privately owned vehicle at the IRS rate plus tolls, parking, tickets of admission (if required), and meals. For over night stays each administrator will have an allowance of \$60 for meals. For a one-day conference, each administrator will have an allowance of \$25 to cover meals. Reimbursement request will be honored only when accompanied by receipts.

### 5. Sick Days

The Administrator shall be allowed sick leave with full pay for 12 days, any unused portion of which shall be accumulative and 2 non-accumulative days in any school year. The 2 non-accumulative days are excluded from calculations for annuity.

## 6. Death in Family

In the case of death in any Administrator's immediate family, the Administrator shall be excused for 5 days when necessary without loss of pay. Immediate family shall include any relative residing in the same house, employee's parents, and parents of spouse, children, or children of spouse. In the case of death of other family members, the administrator shall be excused for 3 days when necessary without loss of pay. Bereavement days do not have to be taken consecutively from the date of the family member's death.

## 7. Court Order

In the case of absence from school by reason of subpoena by a court, no deduction in salary shall be made for up to 3 days, provided that the subpoena is filed with the Superintendent. All other days for legal issue must be approved by the Superintendent.

## 8. Emergencies/Family Illness/Personal Days

The Administrator shall be granted up to 4 days of absence for an emergency or personal days without deduction of salary during any one school year. He or she shall accumulate 3 personal days per year if such day is not otherwise used. Such accumulation shall be added to the Administrator's sick leave accumulation. The Superintendent will be notified as soon as possible when a day is being used for an emergency. In the event of the family illness the Administrator shall be allowed to use accumulated vacation, and personal days, with the approval of the Superintendent.

## 9. Work Day/Work Year

Work year for all administrative positions currently provided for in this agreement shall be twelve months. In the future, additional and /or new administrative positions may be ten month positions at the discretion of the Board of Education. Administrators shall receive the board approved holidays per the annual district calendar. The work day for Administrators shall be similar to other administrative personnel except that it is understood that Administrators are employed for specific tasks and are expected to work beyond the professional staff regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

Any 10 month administrator shall work a similar schedule as other administrators Sept through June.

Any 10 month administrator shall receive 10/12ths of the appropriate step on the Administrator's Salary Guide.

Any 10 month administrator shall not receive any vacation days.

Any 10 month administrator shall receive 10 sick days plus 2 non-accumulating sick days, and 3 personal days.



The Administrators specifically recognize that the Board has the prerogative to provide for a Reduction In Workforce (RIF), whenever, in the judgment of the board, it is advisable to abolish any such positions for reasons of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the district or for other good cause. NJSA 18A:28-9 provides as follows:

NJSA 18A:28-9: Reduction of Force; power to reduce and reasons for reduction. Nothing in this title or any other law relating to tenure of service shall be held to limit the right of any Board of Education to reduce the number of teaching staff members, employed in the district; whenever, in the judgment of the board, it is advisable to abolish any such positions for reasons of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the district or for other good cause upon compliance with the provisions of article.

#### 10. Vacation

The Administrator is entitled to 20 vacation days annually. All vacation days are to be taken upon approval of the Superintendent. Administrators hired after July 1<sup>st</sup> will have their vacation days pro-rated for months of service.

Two vacation days will be increased to 3 days for buy back at the then current per diem rate. If the Administrator has taken 10 to 14 vacation days over the course of the fiscal year, he/she then would be able to buy back one additional day at his/her current per diem rate, for a total of 4 days. If the Administrator has taken 15 or more vacation days over the course of the fiscal year, he/she then would be able to buy back 2 additional days at his/her per diem rate, for a total of 5 days. A fiscal year is defined as July 1 – June 30.

#### 11. Sick Leave Bonus

An Administrator who does not utilize any of his or her annual sick leave entitlement shall receive \$300.00 before September 1<sup>st</sup> of the following school year.

## ARTICLE V COMPENSATION

### 1. Professional Development and Graduate Tuition Reimbursement

For the July 2012 – June 2013 Contract Year, the Board of Education will pay the annual dues for each administrator for 1 professional organization; additionally, the Board will pay \$1000 (taxable but not pensionable) directly to each administrator in lieu of other professional development reimbursement.

Thereafter, beginning in July 2013, the Board will pay the annual dues for one professional organization per administrator. Additionally, the Board will make available up to \$2000 annually designated for reimbursement (upon submission of a receipt or

other proof of expenditure) to each administrator for professional improvement activities, such as:

- a. Cost for attending professional conferences (not directed by the Superintendent)
- b. Professional reading materials
- c. Graduate tuition reimbursement
- d. Mentoring
- e. Purchasing technology/computer equipment, including hardware and software for professional use in the district; said hardware or software purchases are to be returned to the district upon severance from employment; the administrator will be give the option to buy the equipment at a discount, contingent on mutual agreement of the parties; all purchase orders must be submitted by May 1<sup>st</sup> for June reimbursement.

## **ARTICLE VI SALARY**

Salaries shall be increased by 2% for each year of the contract,( total pot – not each individual salary) Each Administrator's exact salary increase for each year will be determined by the Administrator's Association Salary Guide dated July 1, 2012 through June 30, 2015. Salary guides will be mutually developed by the parties.



Increase Analysis Administrators

BOE PROPOSED GUIDE COST-OUT W/EQUAL INCREASES

Principals/Directors

Initials	Step	2011-2012	12-13 \$ Inc	2012-2013	% Inc	13-14 \$ Inc	2013-2014	% Inc	14-15 \$ Inc	2014-2015	% Inc	Inc Over Contract
DG	1	\$98,500	\$1,954	\$100,454	1.984%	\$1,993	\$102,447	1.984%	\$2,032	\$104,479	1.983%	\$5,979
JT	3	\$102,949	\$1,954	\$104,903	1.898%	\$1,993	\$106,896	1.900%	\$2,032	\$108,928	1.901%	\$5,979
TH	Flat	\$101,300	\$1,954	\$103,254	1.929%	\$1,993	\$105,247	1.930%	\$2,032	\$107,279	1.931%	\$5,979
CF	15	\$119,981	\$1,954	\$121,935	1.629%	\$1,993	\$123,928	1.634%	\$2,032	\$125,960	1.640%	\$5,979

Sub Total \$422,730 \$7,816 \$430,546 1.849% \$7,972 \$438,518 1.852% \$8,128 \$446,646 1.854%

\$23,916 5.658%

Elementary Supervisors

Initials	Step	2011-2012	12-13 \$ Inc	2012-2013	% Inc	13-14 \$ Inc	2013-2014	% Inc	14-15 \$ Inc	2014-2015	% Inc	Inc Over Contract
AF	1	\$82,500	\$1,954	\$84,454	2.368%	\$1,993	\$86,447	2.360%	\$2,032	\$88,479	2.351%	\$5,979
CC	4	\$87,782	\$1,954	\$89,736	2.226%	\$1,993	\$91,729	2.221%	\$2,032	\$93,761	2.215%	\$5,979
PD	6	\$90,633	\$1,954	\$92,587	2.156%	\$1,993	\$94,580	2.153%	\$2,032	\$96,612	2.148%	\$5,979
PN	10	\$97,764	\$1,954	\$99,718	1.999%	\$1,993	\$101,711	1.999%	\$2,032	\$103,743	1.998%	\$5,979

Sub Total \$358,679 \$7,816 \$366,495 2.179% \$7,972 \$374,467 2.175% \$8,128 \$382,595 2.171%

\$23,916 6.668%

Grand Total \$781,409 \$15,632 \$797,041 2.000% \$15,944 \$812,985 2.000% \$16,256 \$829,241 2.000%

\$47,832 6.121%

\* Rounding

X 2% Inc \$15,629 \$1,953.63 Per Administrator

12-13 Total \$797,038

X 2% Inc \$15,941 \$1,992.63 Per Administrator

13-14 Total \$812,979

X 2% Inc \$16,259 \$2,032.38 Per Administrator

14-15 Total \$829,238

Total Inc \$47,829 \* Rounding

Starting Salaries:		
12-13	Elementary Supervisor	Principal/Director
13-14	\$ 84,454	\$100,000
14-15	\$ 85,550	\$101,000
	\$ 87,000	\$102,500

Board Approved: 11/13/13