

COLLECTIVE BARGAINING AGREEMENT

between the

EVESHAM TOWNSHIP ADMINISTRATORS ASSOCIATION

and the

EVESHAM TOWNSHIP BOARD OF EDUCATION

for the

SCHOOL YEARS

2010 - 2013

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ARTICLE I

PREAMBLE

A. Recognition

1. The Evesham Township Board of Education has recognized the Evesham Township Administrators Association as the representative for negotiations concerning terms and conditions of employment for all Evesham Township School District personnel specifically named in Section A.2. below within the scope of N.J.S.A. 34:13A-1 et seq. known as the New Jersey Employer-Employee Relations Act, and as modified and interpreted by the Public Employers Relations Commission through its Rules and Regulations.

2. That recognition agreement between the Evesham Township Board of Education and the Evesham Township Administrators Association will include Principals, Director of Special Services, Vice Principals, Assistant Principals, Supervisors and Director/Supervisor of Special Services. All others are excluded.

ARTICLE II

PROCEDURE

The Evesham Township Administrators Association (hereinafter referred to as "Association") and the Evesham Township board of Education (hereinafter referred to as "Board") hereby agree that the procedures listed below will be adhered to during all negotiations between the Association and the Board.

A. Negotiations shall begin within thirty (30) days of written request by the Association within the final year of the Agreement. Any agreement that is negotiated shall apply to all personnel as covered in the Preamble, be reduced to writing, and be presented to the Association and the Board for adoption.

B. Neither party in any negotiation shall have any control over the selection of the negotiation representatives of the other party.

1. The maximum number of representatives on Association and Board negotiation teams shall be equal. This number shall be mutually agreed upon at the first negotiating session.

2. Either party may bring in legal and/or professional advisors, having given forty-eight (48) hours notice.

3. Both parties acknowledge that tentative agreements reached by their representatives are subject to ratification by both the Association and the Board.

4. The parties mutually pledge that their representative shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.

C. Negotiations

1. Negotiation sessions are not to last more than three (3) hours unless mutually agreed upon.

D. The Association and the Board agree that any attempt to coerce, to dominate, to censor or to penalize any participant in the negotiations shall be recognized as a breach of good faith.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by any employee and/or group of employees desiring to appeal the application or violation of policies, administrative decisions, or the negotiated agreement affecting them.

2. The term "grievance" and the procedure related thereto shall not be deemed applicable in the following instances:

- a. the failure or refusal of the Board to renew a contract of a non-tenured employee;
- b. all things that are by law beyond the scope of the Board's authority or are limited to this Board alone; or
- c. withholding of increments and/or adjustments, except as set forth in D.4.a.

3. All days herein shall be construed to mean work days.

4. The term "grievant" shall mean the employee and/or group of employees filing a grievance.

B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

C. Except for group grievances which shall be initiated by the Association at the Superintendent's level, any employee who has an immediate supervisor will attempt to resolve the matter informally at that level in one (1) or more meetings.

D. Procedures

1. To the immediate supervisor (Level I):

- a. A grievance, to be considered under the procedure, must be initiated by the employee within twenty-five (25) days of its occurrence.
- b. The request for a meeting does not have to be made in writing.
- c. The employee(s) may be represented at this meeting with a person of his/her own choosing.
- d. The employee(s) shall set forth the grievance in writing to their immediate supervisor specifying:
 - (1) the nature of the grievance and the date of its occurrence;
 - (2) the nature and extent of the injury, loss or inconvenience;
 - (3) the contractual or other basis of the grievance; and
 - (4) the remedy sought.
- e. The immediate supervisor shall communicate his decision to the grievant in writing within five (5) days of receipt of the written grievance.
- f. If the grievance is not successfully resolved at the meeting, the employee(s) must wait at least two (2) days before proceeding with the complaint to the Superintendent of Schools. (Not applicable to Principal and Director.)

2. To meet with the Superintendent (Level II):

- a. If a Grievant, Supervisor or Principal is dissatisfied with the resolution of the grievance by the immediate supervisor, he/she may, not later than twenty-five (25) days after the receipt of the decision of the immediate supervisor, forward the written grievance statement to the Superintendent and request a meeting.
- b. If the grievant(s) wishes to have representation present at this meeting, the name of the individual and/or the organization must be presented in writing forty-eight (48) hours in advance to the Superintendent.

- c. Within twenty-five (25) days of his receipt of the grievance, the Superintendent shall meet with the grievant and communicate his decision in writing to the grievant and the immediate supervisor.
3. To meet with the Board (Level III):
 - a. If the grievance is not resolved to the grievant's satisfaction and the Association determines that the matter should be pursued further, not later than five (5) days after receipt of the Superintendent's decision, the grievant may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, with a copy to the Secretary of the Board of Education. The written appeal to the Board will include copies of the original grievance, the appeal of that grievance at Level II, and the decisions, if any, rendered at each Level. The Board shall review the grievance and shall hear the matter (either by the entire Board or by a Board Committee as determined by the Board) and render a decision in writing within twenty-five (25) days of the presentation of the grievance to the Board. During the meeting, the grievant shall have a right to be represented by counsel of his/her choosing. The Board shall be notified at least forty-eight (48) hours prior to the meeting of the grievant's representative. The grievant shall present all information considered relevant. However, the presentation shall not consist of direct and cross-examination of witnesses.
 - b. The decision of the Board shall be final except as contained in Level IV below.
4. Arbitration (Level IV):
 - a. All employment discrimination claims, including but not limited to discrimination claims based upon age, race or gender, shall be submitted to binding arbitration.
 - b. Other than claims under 4.a. above, binding arbitration shall be permitted only for grievances concerning imposition of reprimands and minor discipline, as that term is defined in the 1990 Amendments to the New Jersey Employer-Employee Relations Act, NJSA 34:13A-5.3.
 - c. The arbitrator shall be limited to the issues submitted and shall consider nothing else.
 - d. If any party so desires, no meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

- e. The costs for the services of the arbitrator, including the per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and Association. Any other expenses incurred shall be paid by the party incurring same.

E. The number of days indicated at each level shall be considered as a maximum; however, the time limits specified may be extended by mutual agreement. Failure of the Board to meet the next step within the specified time limit shall automatically advance the grievance to the next grievance level. Failure of the grievant or Association to move a grievance from step to step within the time provided shall constitute an irrevocable abandonment thereof.

ARTICLE IV

SALARIES

A. Members

1. The salaries of the members covered by this Agreement are set forth in Schedules A, B and C as follows:

Schedule A: Principal, Director/Supervisor of Special Services

Schedule B: Vice Principal/Assistant Principal

Schedule C: Supervisor

B. Additional Compensation

The Principal of the DeMasi Middle/Elementary School shall receive an annual additional compensation of \$2,500.00.

ARTICLE V

INSURANCE PROTECTION

A. Association Members

1. The Board will provide a family health plan consistent with the prevailing ETEA negotiated agreement.

2. The Board shall provide, on a co-pay basis with the Association member, prescription, optical and dental insurance plans for their spouses and dependent children. The Board shall pay seventy-five percent (75%) of each premium and the Association member shall contribute twenty-five percent (25%) or the Association member shall receive the same coverage as an ETEA member, whichever is greater.

3. The Board will pay fifty percent (50%) of the payment for an income protection plan designated by the Association member up to a maximum of one hundred fifty dollars

(\$150.00) per year per Association member. Application for this coverage must be made by the individual.

4. The Board will pay family medical insurance up to five (5) years after retirement. A member may opt to choose family dental, optical and prescription instead of medical. This shall commence with the effective retirement date. In order to be eligible for this coverage, the employee must work in the district a minimum of five (5) years in order to obtain the family dental, optical and prescription benefits or ten (10) years in order to obtain the family medical insurance.)

ARTICLE VI

TUITION AID

A. Association Members

1. A member shall be reimbursed for tuition and registration fees, so long as member is still an active employee at the time of disbursement, up to a maximum of one thousand two hundred fifty dollars (\$1,250.00) per year per Association member according to the formula set forth hereinbelow:

GRADE REPORT (or equivalent)		PERCENTAGE OF INDIVIDUAL MAXIMUM
"A"	=	one hundred percent (100%)
"B"	=	seventy-five percent (75%)
"C"	=	fifty percent (50%)

2. The following guidelines shall be the deciding factors to determine course requirements.

- a. courses taken while matriculating in a regular graduate program in the field of education;
- b. courses taken at the graduate level in the field of education;
- c. courses taken in school administration at the graduate level; and
- d. courses taken at the graduate and undergraduate level which are in a specialized area and are of a meaningful benefit to the student and/or the school district.

3. Only credits earned at institutions accredited by a national or regional accreditation commission such as, but not limited to, The Middle States Association of Colleges and Secondary Schools, shall be recognized.

4. All courses shall have the prior approval of the Superintendent or his designee.

B. Members

1. The Board shall reimburse up to three thousand seven hundred fifty dollars (\$3,750.00) for tuition aid under this Article. If total tuition aid exceeds the amounts specified herein, the total amount available will be distributed proportionately.

2. Appropriate proof must be presented to the Superintendent within thirty (30) days of the completion of the course unless in the case of an extreme emergency. This information includes proper receipts and a grade report of C or higher.

3. Reimbursement will be made no later than the November 30th following submission of proof, unless mutually agreed upon by the Board and Association.

ARTICLE VII

MILEAGE REIMBURSEMENT

A. Members who are authorized to use their own vehicle for approved school business shall be reimbursed for all such travel in accordance with current state mandated mileage reimbursement rates. Approved travel between district facilities shall be paid as per the district mileage chart.

ARTICLE VIII

TEMPORARY LEAVES OF ABSENCE

A. Association Members

1. All members shall be entitled to sick leaves as specified by state law.

2. Administrators shall be guaranteed nine (9) months sick leave for serious illness or accident in any 12-month period after all other accrued sick days are exhausted. The maximum amount of sick leave for serious illness or accident cannot exceed nine (9) months (180 work days) in a five year period. A five (5) year period begins on the first day leave is taken. The benefit shall not be accumulative nor count toward financial reimbursement for unused sick time upon retirement. An administrator returning to work after exhausting all sick time and possibly going into the nine (9) months disability will receive one (1) sick day for each remaining month in that school year. These additional days will expire at the end of that school year.

3. A maximum of four (4) days in any one (1) year shall be allowed for personal business with full pay under the following conditions:

- a. personal business leaves will be granted only for personal emergencies and urgent personal business which cannot be transacted outside employment hours;

- b. requests for personal business leaves will be given to the Superintendent or his designee at least forty-eight (48) hours in advance of the leave day requested, except in the case of an emergency, at which time the employee shall submit the request and the reason for the absence as soon as possible; and
- c. no personal business leaves shall be approved preceding or following a holiday or holiday weekend, unless in the case of an emergency, at which time the employee shall give the reason for the absence.

4. For members who begin employment February 1 or thereafter, this leave shall be limited to one (1) day.

5. All unused personal days shall be accumulated as sick leave.

6. Members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year because of deaths in the family:

a. Death in the immediate family.

- 1. Members may be absent from school or worksite without loss of pay for a period not to exceed five (5) days.
- 2. Definition: immediate family is construed to mean parent, spouse, child, sister, brother, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchildren, other persons residing in the household.

b. Death of a near relative.

- 1. A member may be absent from school or worksite without loss of pay for a period of two (2) consecutive days because of the death of a near relative.
- 2. Definition: a near relative shall be construed to mean an uncle, aunt, niece or nephew.

ARTICLE IX

MEMBER RIGHTS

A. Members

1. Individual Contract: Any individual contract between the Board and the Association member heretofore or hereinafter 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, during its duration, shall be controlling.

B. Members

1. Criticism of members: Any question or criticism by a supervisor, administrator, or Board member of an Association member and his or her methodology, shall be made in conference and not in the presence of students, parents, or other public gatherings.

ARTICLE X

SABBATICAL LEAVE

A. A tenured administrator who has successfully completed seven (7) years of continuous full-time employment as an administrator in the Evesham Township School District, may be granted a sabbatical leave for one (1) full academic year for the purposes of study in the area of the assignment, research, travel or for any such activity which will contribute to the administrator's professional development.

B. Leaves shall coincide with the district's school year. Applications for leaves must be made by November 1 of the year preceding the requested sabbatical. All applications must be made on the form developed by the Superintendent. A decision by the Board will be made by March 1 preceding the sabbatical year.

C. No more than one (1) administrator may be on sabbatical at any one time. Decisions will be based upon: the purpose of the leave and its potential benefit to the district; the administrator's demonstrated performance to succeed in this task; the needs of the district; the viability of replacement staff and of budgetary funds.

D. An administrator on a sabbatical leave shall receive half of the salary he/she would have earned had he/she remained in the district. While on sabbatical, the administrator shall receive all benefits that he/she would have received if he/she had remained in the district. Upon return to the district, the administrator shall be placed on the guide where he/she would have been had he/she remained in the district, so long as the sabbatical's purpose was successfully completed.

E. During the sabbatical year, an administrator must report two (2) times each semester describing the progress he/she has made in fulfilling the purpose of the leave. Such report shall be filed using forms developed by the Superintendent. In addition, official transcripts, if applicable, must be submitted as soon as available.

F. Upon return to the district from a sabbatical, the administrator agrees to remain in the employ of the district for at least one (1) year unless discharged by the Board. If an administrator fails to fulfill this obligation, he/she must repay the Board all or a proportionate ratio of the salary he/she received while on sabbatical. The Board may make an exception based on extenuating circumstances.

G. To be eligible for a subsequent sabbatical, an administrator must successfully complete ten (10) years of full-time employment following return from the first sabbatical leave.

ARTICLE XI

DISABILITY/MATERNITY, FAMILY LEAVE AND CHILDREARING LEAVE

A. Disability/Maternity Leave

Disability/Maternity leave shall refer to a leave of absence during which an administrator is unable for medical reasons to come to work. It shall be treated as sick leave and subject to all the requirements of such leave. When an administrator either before or after delivery of a child, is deemed to be physically able to return to work, such leave shall end. Normal delivery time is considered up to four weeks prior to the birth and four to six weeks after the birth of the child.

The determination of whether or not an administrator is physically able to return to work will be by her own doctor. The Board may, however, require that she be examined by a doctor of its choice. In the event the two doctors disagree, then they shall, if possible, choose a third doctor whose opinion shall be binding; and, in the event that no agreement can be reached as to the third doctor, then application will be made for an appointment to the Burlington County Medical Society. In any event, said third doctor's opinion shall be binding.

B. Family Leave

Family leave may be taken under the New Jersey Family Leave Act and/or the Federal Family Leave Act, if the administrator has worked the qualifying number of hours. Family leave may not exceed a total of twelve (12) weeks and includes all benefits, but does not include pay, except as stated in 18A (Workers Comp).

C. Childrearing Leave

Childrearing leave shall refer to a leave of absence without pay to allow an Administrator to be with a new child by birth or adoption. It shall be granted only in conformity to the provisions which follow:

1. Childrearing leave shall be granted only to administrators holding tenure under the Tenure Act. Non-tenured administrators will be granted leave to the end of the then current school year.

2. Notice of intention to take a childrearing leave must be made within sixty (60) days prior to the time that leave is scheduled to begin.
3. The leave shall commence on the date requested or such earlier date when the administrator cannot or requests not to continue working.
4. At the time of giving the notice of intention for childrearing leave, the administrator shall elect to have the leave extended either for the remainder of the year in which it is commenced and /or for the following year as well, in either case, terminating on September 1.
5. No pay, sick leave, insurance benefits or other financial benefits or other financial contribution shall be made to an administrator during childrearing leave, except as may be required by the New Jersey Family Leave Act or the Federal Medical and Family Leave Law.
6. In the event that an administrator's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said administrator may apply for early reinstatement by filing a written request therefore with the superintendent accompanied by a physician's certification that she is medically able to resume or continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the administrator in question during the period for which leave had been originally requested or granted and if such request can be fulfilled without substantially interfering with the effective administration of the educational program to which the administrator in question was assigned and seeks to be reinstated.
7. After the grant of childrearing leave to any administrator, the Board will give reasonable consideration to request from the administrator for the extension of the period of leave so granted. Only one extension will be granted per leave. However, an extension will not be considered if requested within sixty (60) days of the original ending date of the childrearing leave. Extenuating circumstances will be reviewed by the Board of Education on a case-by-case basis.
8. The Board of Education and the superintendent do not guarantee the assignment of administrators the same buildings or same assignment they held prior to the leave of absence.

ARTICLE XII

SEVERABILITY

If any provision of the agreement or any application of this agreement to any employee is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

ARTICLE XIII

BOARD'S RIGHTS

The parties hereby recognize the rights of the Board in conformance with the laws of the State of New Jersey and rulings of the State Board of Education, as well as the Board's reserved rights. Said rights must be exercised in a manner consistent with the terms of this Agreement.

ARTICLE XIV

PROFESSIONAL ORGANIZATIONAL MEMBERSHIP

The Board shall encourage the administrators to join professional umbrella organizations with 100% reimbursement, up to the annual rate established by NJPSA for each school year under this agreement. The requests for payment shall be done individually after approval by the Superintendent. No teacher-related organizations shall be approved. Professional organizations identified with specific curricular areas will not be included in this area. Payment for NJPSA will be handled as a reimbursement.

ARTICLE XV

PROFESSIONAL DEVELOPMENT

All curriculum supervisors and director of special services may be allowed to attend a national conference every year. All other members may be allowed to attend a national conference every other year. Administrator must have completed one (1) year in the district before eligibility. Reimbursement up to the following amounts per person shall be allowed for this purpose:

\$2,400.00 for 2010-2011
\$2,400.00 for 2011-2012
\$2,400.00 for 2012-2013

The request for attendance must be made in writing and shall outline the benefit to the school district. At the conclusion of the conference a written report must be submitted to the Superintendent. A reserve would be created of \$4,000.00 for the administrators not attending a national conference, to attend a state or local conference with the maximum per person of \$800.00.

ARTICLE XVI

SUMMER VACATION

- A. All twelve (12) month administrators shall be awarded twenty-two (22) days of vacation per year which are to be used in the year following the one (1) in which they were earned. Administrators who begin service after the school year has commenced will earn a prorated share of the twenty-two (22) days commensurate with the amount of time worked at a rate of 1.85 days per month.
- B. Vacation should be taken when school is not in session.
- C. All vacation is to be used during the year following the one (1) in which it is earned, except that an administrator may accumulate and carry over up to five (5) days in any one (1) year to a maximum of twenty-two (22) days carried forward. All vacation days to be carried over shall have the approval of the Superintendent.
- D. Vacation days shall be approved in advance by the Superintendent.
- E. Upon retirement or separation from the district, an administrator will be reimbursed for banked and/or earned vacation days, not to exceed 44 days. In the event of death, the reimbursement will be paid to the deceased employee's estate.

ARTICLE XVII

SICK LEAVE BUYBACK

Upon retirement, if still employed by the District, the members of the ETAA will be paid for unused sick leave as certified by the Teacher's Pension and Annuity Fund on the basis of the last year's per diem rate ($1/240^{\text{th}}$ or $1/220^{\text{th}}$ of the annual salary), to a maximum of 60% of the total allotment and not to exceed a grand total of \$45,000.00. 33 1/3% will be paid on July 1 after retiring, 33 1/3% will be paid on the next July 1 and 33 1/3% will be paid on the following July 1. Payment will become part of the member's estate. Retirement is defined as the termination of employment while contemporaneously commencing receipt of the monthly retirement pension benefits from TPAF. Merely vesting retirement pension benefits under TPAF shall not constitute retirement.

ARTICLE XVIII

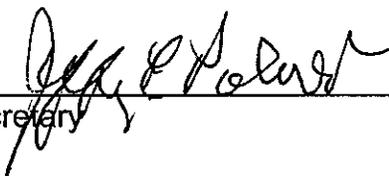
DURATION OF AGREEMENT

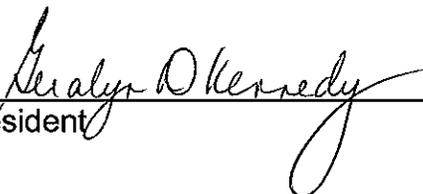
This agreement shall become effective as of July 1, 2010, and shall continue in effect until June 30, 2013.

In witness thereof, the Association has caused this agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon.

EVESHAM TOWNSHIP ADMINISTRATORS ASSOCIATION

WITNESS:


Secretary


President

EVESHAM TOWNSHIP BOARD OF EDUCATION

ATTEST:


Secretary


President

EVESHAM TOWNSHIP ADMINISTRATORS' ASSOCIATION
SALARY GUIDES - 2010-2013

SCHEDULE A

PRINCIPAL
DIRECTOR/SUPERVISOR OF SPECIAL SERVICES

<u>STEP</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
1	106,924	109,561	112,142
2	108,094	110,773	113,396
3	109,264	111,985	114,650
4	110,434	113,198	115,905
5	111,604	114,410	117,159
6	112,774	115,622	118,414
7	113,944	116,834	119,669
8	115,113	118,046	120,923
9	116,283	119,257	122,178
10	117,453	120,469	123,431
11	118,623	121,681	124,686
12	119,793	122,893	125,940

EVESHAM TOWNSHIP ADMINISTRATORS' ASSOCIATION
SALARY GUIDES - 2010-2013

SCHEDULE B

VICE PRINCIPAL
ASSISTANT PRINCIPAL

<u>STEP</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
1	91,950	94,048	96,086
2	93,120	95,260	97,340
3	94,290	96,472	98,594
4	95,460	97,684	99,849
5	96,630	98,897	101,103
6	97,799	100,109	102,358
7	98,969	101,320	103,612
8	100,139	102,532	104,866
9	101,309	103,744	106,120
10	102,479	104,956	107,375
11	103,649	106,168	108,630
12	104,819	107,380	109,884

EVESHAM TOWNSHIP ADMINISTRATORS' ASSOCIATION
SALARY GUIDES - 2010-2013

SCHEDULE C

SUPERVISOR/12 MONTHS

<u>STEP</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
1	96,864	99,139	101,355
2	98,034	100,351	102,609
3	99,204	101,563	103,863
4	100,374	102,775	105,118
5	101,543	103,987	106,372
6	102,713	105,199	107,627
7	103,883	106,411	108,880
8	105,053	107,623	110,135
9	106,222	108,835	111,390
10	107,392	110,046	112,644
11	108,562	111,258	113,898
12	109,732	112,470	115,152