

AGREEMENT
BETWEEN THE
MAPLE SHADE TOWNSHIP
BOARD OF EDUCATION
AND THE
MAPLE SHADE
ADMINISTRATORS ASSOCIATION

July 1, 2011-June 30, 2014

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BOARD OF EDUCATION
AND THE
MAPLE SHADE
ADMINISTRATORS ASSOCIATION

**This agreement is made and entered into
This first day of July, 2011 by and
Between the Board of Education of the
School District of the Township of
Maple Shade, New Jersey, hereinafter
Referred to as the “Board” and the
Maple Shade Administrators Association,
hereinafter referred to as the “Association”.**

**Agreement between the Board of Education
Of the Township of Maple Shade, New Jersey
And the Maple Shade Administrators Association**

The Board of Education of the Township of Maple Shade, County of Burlington, State of New Jersey, hereinafter referred to as the Board, and the Maple Shade Administrators Association, hereinafter refer to as the Association, agree as follows:

**Article I
Recognition**

A. Unit

Pursuant to R.S. 34:13-A-1 et seq., the Board of Education of the Township of Maple Shade, New Jersey, hereby recognizes the Maple Shade Administrators Association as the exclusive representative, designated by the majority of employees defined below, for the purpose of collective negotiations concerning the terms and conditions of employment of the employees in the unit, including only:

High School Principal
Elementary School Principals
High School or Assistant Principals
Director of Counseling
Director of Special Services
Director of Technology
Supervisor of Athletics and Student Activities

B. Definitions

The term “employee” or “administrator”, when used herein, shall mean all personnel named and included in the unit as above defined, and regularly employed under contract with the Board on a full-time basis.

**Article II
Negotiations Procedures and Understandings**

A. Negotiations of Successor Agreement

Not later than December 15th of the calendar year preceding the expiration of this Agreement, or as otherwise provided by law or applicable rules and regulations, and provided that notice has been given for commencement of negotiations pursuant to the rules of the Public Employment Relations Commission, the parties agree to enter into collective negotiations over a successor agreement in accordance with R.S. 34:13A-1 et seq. and the procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of employment of employees in the unit. By the same date both parties agree to submit proposals for the successor agreement.

Any agreement so negotiated shall apply to all members of the unit and shall be reduced in writing and signed by the appropriate officers of each party.

B. Negotiations During Term of This Agreement

This agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiations. Neither party shall be required to negotiate with respect to any matter, whether contained herein or not, during the term of this Agreement. The provisions of this Agreement supersede all conflicting policies and regulations of the Board. All terms and conditions of employment not covered by this Agreement shall continue to be under the sole jurisdiction and authority of the Board and shall not be the subject of negotiations during the term of this Agreement.

C. Modification

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

D. Compliance with Law

If any provision of the Agreement, or any application of this Agreement, to any employee or group of employees, is held to be contrary to law, or to any rule of the State Board of Education, then such provision or application 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.

Article III Grievance Procedure

A. Definition

A “grievance” shall mean a claim by an employee or group of employees that, as to him/her/them, there has been a misapplication, misinterpretation, or violation of the negotiated agreement, written board policies and administrative decisions affecting employees’ terms and conditions of employment.

B. Application

The term “grievance” and the grievance procedure shall not be applicable to: (1) the failure of the Board to renew a contract of a non-tenure employee; (2) matters where a method of review is prescribed by law, or by rules, regulations or directives of the State Board of Education or the Commissioner of Education; (3) matters where the Board is without authority to act; and, (4) matters involving the sole and unlimited discretion of the Board, except as limited by the specific and express terms of this Agreement.

C. Purpose

The primary purpose of the procedure set forth herein is to secure, at the lowest level possible, an equitable solution to the grievance of an employee. The Board and Association agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of such procedure.

D. Procedure

1. Time Limits

- a. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- b. A grievance, to be considered under this procedure, must be initiated by the employee within twelve working days of the event or events leading to the complaint.
- c. Failure at any step to communicate the decision on a grievance within the specified time limit shall permit the employee to proceed to the next step.

- d. Failure by the employee at any step to appeal the grievance to the next step within the specified time limit will indicate that the grievance has been satisfied and abandoned.
2. Representation
- a. At all levels, the employee shall have the right to present his own appeal without intervention of the Association or to designate a representative of his/her own choosing to appear with him/her, except that an employee may not be represented by a minority organization.
 - b. The reviewing authorities may designate a representative to participate at any step above the informal level of the procedure, and may require such persons to appear as may be deemed necessary to ascertain the facts at any step in the procedure.
3. Meetings and Hearings
- It shall be the general practice of all parties to process grievances during times when they do not interfere with assigned duties.
4. Continuation of Service
- It is understood and agreed that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all duties, assignments, policies, rules and regulation.
5. Presentation of Facts and Evidence
- It is understood that the reviewing authorities cannot perform their function properly unless all facts and evidence pertinent to a grievance are presented at the lowest level. If the employee submits new facts or evidence at any step above the informal level, the grievance shall be remanded to the employee's immediate superior.
6. Statement of Grievance
- The statement of grievance shall: (a) name the employee involved; (b) state the facts and details giving rise to the grievance; (c) give the date of the occurrence; (d) identify the specific terms or provisions of the Agreement alleged to have been violated, misinterpreted, or misapplied; (e) state the contention of the employee with respect to these provisions; (f) state the specific relief requested; and, (g) on appeal, state the basis of his/her dissatisfaction with any previous determinations.
7. Filing the Grievance
- a. Step One – Informal
 - (1) Within twelve working days of the time the grievance arose, the employee will present his/her grievance to the building principal in an attempt to resolve the matter informally.
 - (2) Within five working days thereafter, the principal shall give his answer orally to the employee.
 - b. Step Two
 - (1) Within five working days of the oral answer, if the grievance is not resolved, it shall be stated in writing pursuant to paragraph D-6 above, signed by the grievant and lodged with the principal.
 - (2) Within five working days after receipt of the grievance, the principal shall communicate his answer in writing to the grievant.
 - c. Step Three
 - (1) If the grievance is not resolved in Step Two, the grievant may, within five working days after receipt of the principal's decision, submit to the superintendent a written

statement of the grievance, citing the circumstances and his/her dissatisfaction with the principal's decision. A copy will be given to the principal at the same time.

- (2) The superintendent or his designee shall give the grievant an answer in writing no later than ten working days after receipt of the grievance.
- d. Step Four
- (1) Within ten working days after receipt of the superintendent's decision, appeal may be made to the Board through the superintendent, setting forth his/her dissatisfaction with the superintendent's decision.
 - (2) The Board or a committee thereof, shall review the grievance and may, at its option, hold a hearing with the grievant. Reviewing authorities shall have the right to participate in this step.
 - (3) The Board shall render a decision in writing within thirty calendar days of receipt of the grievance or of the date of the hearing, whichever comes later.
- e. Variation of the Above Procedure
- (1) Principals may present their grievance directly to the superintendent of schools; other employees responsible to an administrator in the district office shall first present their grievance to their immediate supervisor.
 - (2) Within ten working days of receipt of the superintendent's decision, an administrator may make an appeal to the Board of Education, through the superintendent, setting forth his/her dissatisfaction with the superintendent's decision.
 - (3) The Board, or a committee thereof, shall review the grievance and may, at its option, hold a hearing with the grievant.
 - (4) The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance or of the date of the hearing, whichever comes later.

Article IV Fringe Benefits

A. Sick Leave

1. Definition

Sick leave is defined as the absence of an employee from his post of duty because of personal disability due to illness or because he/she has been excluded from school by the school district's inspector on account of contagious disease or of being quarantined for such disease in his/her immediate household.

2. Sick Leave Allowance

Administrators employed on a twelve-month basis shall be allowed sick leave with full pay for a period of twelve workdays in any work year during each of the first five years of employment. The allowance will be increased to fifteen days per work year beginning with the sixth year of continuous employment in the district. Such sick leave allowance will be credited to the employee on the first day of each work year.

3. Accumulation of Sick Leave

If any employee requires in any work year less than the annual allowance, all days of sick leave not utilized shall be accumulative to be used for additional sick leave as needed in subsequent work years.

4. Extension of Sick Leave

When absence, under the circumstances above, exceeds the annual sick leave and accumulated sick leave, the Board may, at its discretion, and whenever it determines that it

is right and proper to do so, pay any such person each day's salary less the pay of a substitute if a substitute is employed, or the estimated cost of a substitute if none is employed, for such length of time as may be determined by the Board in each individual case. A day's salary for such purpose shall be defined as 1/240 of the annual salary of a twelve-month employee.

5. Physician's certificate

An employee claiming sick leave may be required to file a physician's certificate with the Secretary of the Board in order to obtain sick leave.

B. Vacation

Administrators shall receive twenty (20) vacation days annually which are earned and accrued at 1.66 days per month.

Upon leaving the District, administrators shall be entitled to payment for all earned and accrued unused vacation at the per diem rate of (1) two hundred and fortieth (240th) times the current base rate of pay. In the event of death of an administrator, payment due for all earned and accrued unused vacation shall be made to the estate of the deceased administrator.

Carry over of vacation days will be limited to three (3) days per year.

When an administrator is not rehired after his/her first year of employment, he/she will not be entitled to vacation time.

C. Holiday Periods

On holidays and holiday periods scheduled in the school calendar, administrators are responsible for their administrative area or building, but need not report for duty on a daily basis.

D. Maternity Leave

Maternity leave for administrators shall be provided and regulated in the same manner as for other professional employees in the district. Maternity leave for administrators will be limited to one year.

E. Health Insurance Benefits

Health Care Coverage: All employees eligible for and choosing to be provided with family health insurance benefits through the Maple Shade Township Board of Education shall be enrolled in the School Employees Health Benefits Plan (SEHBP). Eligible employees shall be entitled to choose any of the following family medical insurance options: Direct 10; AETNA HMO; CIGNA HMO plans available under the SEHBP. Employees shall be required to make a contribution of 1.5% as required by state law of their annual salary toward their health care coverage.

Prescription Plan: Family prescription drug coverage shall be provided through the SEHBP employee prescription drug plan as separate free-standing prescription plan with coverage at the co-pays established by the SEHBP Prescription plan.

The Board will provide, dental insurance under Delta Dental of New Jersey. Beginning July 1, 1996, unit members will have the option to select income protection coverage up to \$500.00 by a carrier to be selected by the Board. The Board retains the right to change insurance carriers provided that benefits and administration of a plan (s) is substantially equivalent.

F. Professional Development

An administrator taking and completing graduate credit courses in a duly authorized institution of higher education as defined in N.J.S.A. 18A:3-15.3 and as described in N.J.S.A. 18A:6-8.5 will be granted a tuition and fee subsidy of \$2,200 (2011-12), \$2,300 (2012-13), \$2,400 (2013-14) each year with a cap \$15,000 for the entire association upon successful completion of the course, subject to the following conditions:

1. Application must be approved in advance by the superintendent of schools. If the approval is denied by the superintendent, the employee may appeal that decision to the Board of Education.
2. The employee must submit a transcript of credits and bursar's receipt, indicating successful completion of the course (s) and the tuition fee paid.
3. The administrator must have earned a grade of "B" or better.
4. Courses must have been taken during the fiscal year for which the subsidy is claimed.
5. Courses must be specifically related to the employee's current or future job responsibilities.
6. The administrator must receive a graduate degree before tuition assistance or additional compensation may be received.

Any funds remaining at the end of the school year will be distributed to those administrators completing graduate courses whose expenses exceed the maximum allowable amount not to exceed \$5000 per administrator as approved by the Superintendent of Schools.

Administrators shall be awarded per year \$1,475.00 for the attainment of a Ph.D. or Ed.D. when proof of such achievement from an accredited college or university is provided. The amount shall not compound, but will be added annually after the achievement of said level, to the salary guide adopted by the Board of Education.

Administrators shall document 100 hours of in-service training in a five-year period. Eligible training must be relevant to their administrative duties.

G. Professional Development Convention Expenses

A fund of \$900.00 per administrator in the bargaining unit per year will be established for professional development fees. Fifty per cent (50%) of the administrators may attend a national convention during any school year with the recommendation of the Superintendent of Schools and approval of the Board of Education. All reimbursements to the administrator must follow the regulations of State statutes A-1, A-4 and A-5, the guidelines of the OMB, and applicable policies of the Maple Shade Board of Education.

H. Dues for Professional Associations

The Board will reimburse administrators for the cost of dues in professional associations pertaining to the national, state, and county associations appropriate to their administrative assignment 2011-12 \$1,150, 2012-13 \$1,175, 2013-14 \$1,200 per year. The appropriateness of the organization to the administrator's assignment shall be determined by the superintendent.

I. Use of School Buildings

The Association shall have the privilege of using school buildings for Association meetings provided that such use does not interfere with the education program or process and conforms to applicable rules and regulations of the Board of Education.

J. Use of School Equipment

The Association shall have the privilege of using designated school equipment provided that such does not interfere with the educational program or process and responsibility for damage is

accepted by the Association. The Association shall furnish all materials and supplies incidental to such use.

K. Approved Travel

Administrators will be reimbursed at a rate established by the OMB or approved travel. When travel by personal auto is required by the school district including travel necessary to return to the district from the administrator's home to meet job responsibilities, or is approved by the superintendent upon the request of the administrator, reimbursement may be claimed.

L. Vehicular Property Damage Fund

The Association and the Board shall establish a vehicular property damage fund, which shall not exceed \$600.00 in amount for any fiscal year. The Association shall contribute \$200.00 and the Board shall contribute \$400.00.

Claims for reimbursement shall be in writing and shall not exceed the deductible amount provided in the employee's auto insurance policy or \$100.00, whichever is less. The insurance policy must be submitted upon request.

Claims for reimbursement must be submitted to a committee consisting of the school business administrator and two members of the Association, the latter to be appointed by the Association. The decision of the committee shall be final and not subject to appeal. Claims shall be certified to the Secretary of the Board by signature of the committee members on the appropriate Board of Education form.

At the end of each fiscal year, any unused funds shall be returned to the Board and Association in amounts proportional to the initial contribution.

M. Teacher Fringe Benefits

The Board will provide to the administrators all fringe benefits as granted to the teachers in the current agreement between the Board and the MSEA except as this Agreement shall hereinafter otherwise provide.

N. Night Stipend

Administrators shall be represented at meetings of the Board of Education, in accordance with a rotation schedule established by the superintendent. Administrators shall be present for school-related activities that occur in the evenings or on weekends when they see it necessary within the scope of their responsibility or if assigned by the superintendent.

In buildings where there is more than one administrator, the building principal shall be responsible for assigning administrators to cover activities that normally represent student performances, athletic events, parent meetings, etc. Each administrator shall be paid \$35.00 per event for all activities that exceed a total of ten (10) per year excluding board meetings.

Only one administrator will receive payment for an event except those events deemed necessary by the superintendent as requiring more than one administrator for supervision. The building principal shall be responsible for verification of reimbursement for each event by designating the number of events to be reimbursed per administrator on a form supplied by the superintendent. Central office administrators will report need for compensation directly to the superintendent.

O. Sick Day Buy Back

A. Administrators eligible to retire under the New Jersey Pensions Statutes, will be reimbursed at 35% of their per diem pay for each accumulated sick day up to a maximum of \$15,000 if

they choose to retire. Per diem pay is defined as 1/220 for an 11 month and 1/240 for a 12 month administrator.

- B. Payment for unused sick leave under this clause shall be divided into three (3) equal payments with the first payment on July 15th after retirement.
- C. The Board shall make the appropriated payment to the estate of an employee who dies while in the employ of the Board if that employee was otherwise eligible to retire to immediately collect a pension.

Article V Salaries

Salary Schedules

All salaries will increase by 2% each year of the agreement beginning July 1, 2011.

Article VI
Duration of Agreement

This agreement shall be effective July 1, 2011 through June 30, 2014 and shall be subject to the association's right to negotiate the subsequent agreement in accordance with the law. The Association agrees to reopen negotiations over health care coverage if the board is successful in changing existing health care benefits with the majority bargaining unit of professional employees.

In witness whereof 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, all on the day and year first written.

FOR THE MAPLE SHADE ADMINISTRATORS ASSOCIATION

President

Date _____

Secretary

FOR THE MAPLE SHADE BOARD OF EDUCATION

President

Board Secretary

ATTESTED: