

AGREEMENT

Between the

PENNSAUKEN BOARD OF EDUCATION

And the

ADMINISTRATORS' ASSOCIATION OF PENNSAUKEN

July 1, 2007 - June 30, 2010

PREAMBLE

THIS AGREEMENT entered into as of the 1st day of July 2007, by and between the Board of Education of Pennsauken Township, Pennsauken, New Jersey, hereinafter called the "Board," and the Administrators' Association of Pennsauken, hereinafter called the "Association."

W I T N E S S E T H

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Pennsauken School District is their mutual aim, and

WHEREAS, the Board has an obligation pursuant to Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974, to negotiate with the Association as the representative of employees hereinafter designed with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings, desire to confirm this Agreement as follows:

ARTICLE I

RECOGNITION

Pursuant to the provisions of Chapter 303, P.L. 1968, the Board hereby recognizes the Association as the exclusive and sole collective bargaining representative for negotiations concerning the terms and conditions of employment of all Principals, Assistant Principals, and Supervisors, collectively herein referred to as "Administrators," in the employ of the Board.

ARTICLE II

MANAGEMENT RIGHTS AND RETENTION

Except as otherwise specifically contained herein, the authority, and managerial discretion of the Board shall not be limited or restricted in any way and the Board retains and reserves to itself all powers, rights, duties and responsibilities conferred upon it and vested by the laws and constitution of New Jersey,

writing within thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be advisory. Fees and expenses of the arbitrator shall be borne equally by both parties.

4. Whenever a matter arises that involves more than one administrator or pertains to a condition affecting a number of administrators, such matter may be initiated in the first instance and processed by the Association.

5. Administrators and the Association shall follow the procedure set forth herein with respect to any problem they may have and shall not follow any other course of action to resolve same.

6. The following matters shall not be arbitrable:

- a. The failure or refusal of the Board to renew the contract of a non-tenured administrator;
- b. Matters where a method of review is prescribed by law or by any rule, regulation of the State Commissioner of Education or the State Board of Education;
- c. Matters where the Board is without authority to act; and/or
- d. Matters involving the statutory or discretionary powers of the Board.

ARTICLE V

SALARIES

1. The Board itself, after consultation with the Association, shall place administrators on the current salary guide to reflect any appropriate change in salary. There is no restriction on the complete discretion of the Board of Education to place an Administrator on a particular step at the time they are placed or promoted into any position within the Unit. Only the Board, itself, can bind the Board regarding placement upon the salary guide or any other promise of compensation or benefits. (See attached Salary Guides).

2. Commencing July 1, 2005, the Board will pay additional salary of \$2,200 per year for doctorate in education or in the area of certification required for that Administrator's position.

2) PRESCRIPTION COVERAGE BUY-BACK SCALE

Family to no coverage	\$500.00
Family to single coverage	\$300.00
Family to parent/child coverage	\$200.00
Family to husband/wife coverage	\$100.00
Parent/child to no coverage	\$300.00
Parent/child to single coverage	\$100.00
Husband/wife to no coverage	\$400.00
Husband/wife to single coverage	\$175.00
Single to no coverage	\$200.00

3) DENTAL COVERAGE BUY-BACK SCALE

Family to no coverage	\$200.00
Family to single coverage	\$125.00
Family to Husband/Wife coverage	\$ 75.00
Family to Parent/Child coverage	\$ 75.00
Husband/Wife to no coverage	\$100.00
Husband/Wife to single coverage	\$ 75.00
Parent/Child to no coverage	\$100.00
Parent/Child to single coverage	\$ 75.00
Single to no coverage	\$100.00

4. When the Board employs both spouses, if one chooses to decrease any insurance coverage and collect the buy-back, the other cannot concurrently increase his/her coverage. When the Board employs both spouses or other members of the same household, who qualify for coverage then the Board may provide the coverage for all such members under the category of coverage which permits the lowest

a. All Administrators shall be entitled to vacation days per year exclusive of any holidays established by the Board's School Calendar. These vacation days are based on complete contract years of service in the bargaining unit (and will be pro-rated for less than a full year).

1) An Administrator in this unit shall receive:

<u>Term</u>	<u>Days</u>
In the first fiscal year of employment	½ day per month, immediately available
July 1 following employment in the bargaining unit	12 days/year;
July 1 following completion of year 4 in the unit	15 days/year;
July 1 following completion of 10 years in unit	20 days/year.

2) Administrators prior to June 1996, 20 days per contract year.

b. Use of vacation days may be permitted prior to the July 1 accrual date only upon the written exception by the Superintendent. However, vacation days so granted, before their proper accrual date, will be deducted from the post July 1 accrual, and if the employee ceases employment prior to that succeeding July 1, then such days must be paid back by withholding from the employees last paycheck and/or any other monies due them.

c. Notwithstanding (a) above, the Board, in its sole discretion may choose to acknowledge prior service outside this unit.

d. Only five (5) days of unused vacation days may be carried forward until the following June 30th or they shall be lost.

e. Administrators qualifying under (a)(2) above, shall not be subject to (d) above, and may sell back up to a maximum of 10 vacation days per year at 75% of that individual's current per diem rate.

3. SICK LEAVE

a. Each Administrator is entitled to twelve (12) sick days for each year. Unused days of sick leave shall accumulate from year to year. After the current complement of sick days and personal

up to 100 days, all days at \$53.00;
101 days to 150 days, all days at \$62.00;
151 days to 200 days, all days at \$70.00;
over 200 days, all days at \$80.00.

f. All days earned and "banked" during the term of this contract shall be fixed in value according to the following schedule. After complete use of the current complement of sick days then the banked days with the lowest rate are used first. Days shall be banked at rate received when days are earned. The employees shall annually receive notice as to the accumulated days and value. All days "banked" after June 30, 2003 by any member of the bargaining unit shall be banked according to the following rates:

up to 100 days, each day at \$53/day;
101 to 150 days, each day at \$62/day;
151 to 200 days, each day at \$70/day;
over 200 days, each day at \$80/day.

Effective July 1, 2005 days earned from that date forward shall be earned and if not used "banked" at the following rates:

Accumulated -7/01/05 or after	
Up to 100 Days	\$56.00 per day for all days
101-150 Days	\$65.00 per day for all days
151-200 Days	\$74.00 per day for all days
201 and over	\$ 84.00 per day for all days

Effective July 1, 2007, any days earned from that date forward shall be earned and if not used then shall be "banked" at the following rates:

Accumulated -7/01/07 or after	
Up to 100 Days	\$58.00 per day for all days

except that payment immediately in one sum, or over two or three years shall be exclusively at the option of the estate.

BEREAVEMENT LEAVE

6. a. In the event of a death in the immediate family, an allowance up to five (5) days' leave shall be granted. "Immediate family" shall be husband, wife, child, stepchild, father, mother, brother, sister, parents-in law, or any members of employees immediate household.

b. Two (2) days leave of absence shall be granted to attend the funeral of a grandparent.

c. An allowance of one (1) day shall be granted to attend the funeral of other relatives of the employee's, or brothers, or sisters of the employee's spouse.

d. Use of any bereavement leave shall commence within ten (10) calendar days of the death, unless such other use is specifically approved by the Superintendent in his discretion.

e. This leave may be extended by the use of personal leave.

OTHER LEAVE

7. The Board may, at its discretion, and for legitimate reasons (including the care of an infant immediately following delivery), grant employees extended leaves of absence, without pay.

8. a. Any employee who becomes disabled due to injury or illness (including pregnancy) shall notify the superintendent as soon as possible after the injury is sustained or, after the illness becomes known, of the reason for the disability and the period of time it is estimated that the employee will be unable to perform his or her duties because of the disability.

b. The employee shall be granted disability leave while disabled and during that time shall be paid sick leave allowance to the extent that same is available.

The Board requires employees who are absent on disability leave to provide it with medical reports from the administrator's treating physician and also, if it elects, to have the administrator examined by a physician of its choosing.

2. This Agreement shall terminate all prior Collective Bargaining Agreements entered into by any representative of the Employer and its Employees pertaining to rates of pay, hours of work, or working conditions, other than those specified elsewhere in this Agreement, including but not limited to all previous contracts, supplements thereto, stipulations, rulings and prior agreements or understandings, whether written or oral. Any future modification, supplementation, variation, or addition to this Agreement shall only be binding upon the parties if it is in writing and signed by them.

3. If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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 applications shall continue in full force and effect.

ARTICLE XI

DURATION OF AGREEMENT

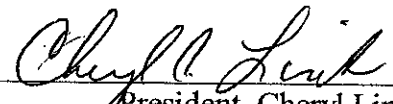
This Agreement shall be effective July 1, 2007, and shall continue in effect until June 30, 2010, subject to the Association's right to negotiate over a successor agreement as provided in Article III. This Agreement shall not be extended orally, and it is understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, all on the day and year first above written.

ADMINISTRATORS' ASSOCIATION
OF PENNSAUKEN

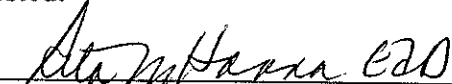
PENNSAUKEN TOWNSHIP BOARD OF
OF EDUCATION

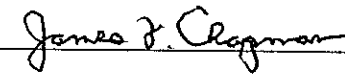
By: 

By: 
President, Cheryl Link

Attested:

Attested:

By: 
Secretary

By: 

Superintendent Dr. James Chapman

Contract Amendment

The ADMINISTRATORS ASSOCIATION OF PENNSAUKEN (Union) and the PENNSAUKEN BOARD OF EDUCATION hereby agree to the following by way of Amendment to the Current collective negotiations agreement between them regarding the Administrators bargaining unit:

Extension and Compensation Deferral

Currently the above are parties to a Collective Bargaining Agreement which expires on June 30, 2010.

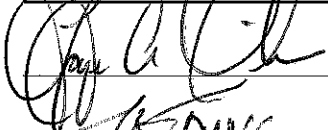
In exchange for the Union and its unit membership's agreement to forego any salary increases, increments or any claim for salary increases over and above the current agreement, the Board of Education agrees to extend the current collective bargaining agreement for one year so as to freeze in place all of the agreement's terms and conditions of employment in the current 2009 -2010 contract year for the 2010-2011 contract year. This means that no salary increases of any kind will be paid to any member of Union for the 2010-2011 contract year whether by agreement or practice. The parties hereby agree that this amendment once ratified by a vote of both parties immediately effectuates a one-year extension of the current contract so that the effect of this amendment is that the current agreement will now expire June 30, 2011.

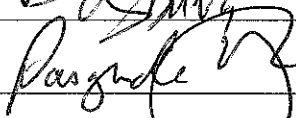
This agreement is hereby entered into and agreed to this 12th day of April, 2010.

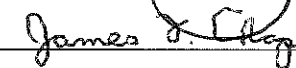
Contingent Agreement


This Memorandum of Tentative Agreement is without any legal or binding effect unless and until ratified by the membership of the constituent bodies represented by each of the negotiating teams below. However, all below hereby agree and bind themselves to affirmatively recommend and to take all action necessary to work for the approval of this memorandum by their respective constituent bodies.

For the Board of Education

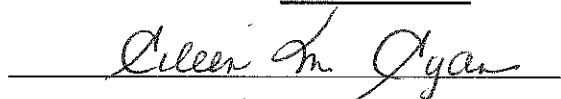





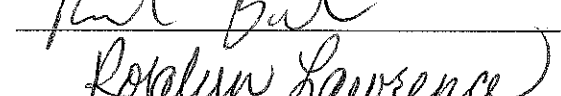


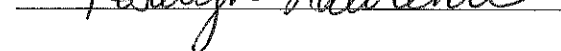


For the Union









COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

THE PENNSAUKEN BOARD OF EDUCATION

AND

ADMINISTRATORS ASSOCIATION OF
PENNSAUKEN

July 1, 2007 to June 30, 2011