

# AGREEMENT

New Providence Board of Education and  
New Providence Principals, Assistant Principals & Directors  
Association

2022-2023

2023-2024

2024-2025

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## PREAMBLE

This agreement is entered into this 24th day of March 2022, by and between the Board of Education of the Borough of New Providence, hereinafter called the “Board,” and the Principals, Assistant Principals & Directors Association, hereinafter called the “Association.”

## ARTICLE I

### RECOGNITION

A. In accordance with Chapter 123, Public Laws of 1974, the Board hereby recognizes the Association as the exclusive representative for collective negotiations for Principals, Assistant Principals, and Directors in the school district employed with the following titles:

High School Principal

Elementary Principal

Assistant Principal

Director of Athletics

Director of Curriculum, Instruction and Supervision

Director of School Counseling

Director of Special Services

B. All other individuals employed, or to be employed, by the Board not specifically enumerated above are hereby excluded from the negotiating unit, including but not limited to the following:

Superintendent of Schools

Assistant Superintendent of Educational Services

School Business Administrator/Board Secretary

Teachers

Media Specialists

Nurses

Child Study Team

Guidance/School Counselors

Occupational Therapists

Speech Therapists

## ARTICLE II

### NEGOTIATIONS PROCEDURE

- A. The Board and the Association agree to enter into negotiations over a successor agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time the Association agrees to present to the Board its proposals for modifications to be included in the successor agreement. Each party shall be free to propose and negotiate with regard to all appropriate subjects, which it desires to place before the other for consideration. Any agreement so negotiated shall incorporate all rights and obligations assumed by each party and reflect the complete and final understanding on all matters covered by this negotiated agreement. Such agreement shall apply to all members of the negotiating unit, and shall be reduced to writing and, after ratification, signed by all parties.
- B. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations consistent with their status as representatives of their principals/assistant principals/directors.
- C. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in negotiations, they shall suffer no loss of regular pay thereby.
- D. During its term this agreement shall not be modified in whole or in part by the parties, except by mutual agreement to reopen for negotiations, and by a written amendment duly executed by both parties.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. Definitions

1. Aggrieved Person...is the person or persons making the claim that, as to him, grievance has arisen.
2. Grievance ... is hereby defined as a complaint arising from a violation, misinterpretation, unfair or inequitable application of the agreement, except that the term shall not apply to the following:
  - a. Any matter in which a method of review is prescribed by law, or
  - b. Any rule or regulation of the State Board of Education or of the State Commissioner of Education
  - c. A complaint of a non-tenured principal, which arises by reason of his not being re-employed
  - or
  - d. A complaint by any certificated person occasioned by his lack of appointment or lack of retention in any position for which tenure is either not possible or not required.

##### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems, which may from time to time arise affecting grievances of principals/assistant principals/directors. Both parties agree that the proceedings will be kept as informal and confidential as

may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any principal/assistant principal/director having a grievance to discuss the matter informally with the Superintendent of Schools and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement.

#### C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated shall be considered a maximum at each level, and every effort should be made to expedite the process. Time limits specified may be extended or shortened by mutual agreement.

2. In the event a grievance is filed at such a time it cannot be processed through all the steps in this grievance procedure by June 30th and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

#### D. Sequence of Levels for Resolving Grievances

Level One - Any principal/assistant principal/director having a grievance shall, within fifteen (15) calendar days of the occurrence thereof, submit said grievance in writing to the Superintendent of Schools, and shall meet with the Superintendent of Schools in an effort to resolve the matter.

Level Two - If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent of Schools, he/she may, within five (5) school days after a decision by the

Superintendent of Schools or fifteen (15) school days after the grievance was delivered to the Superintendent of Schools, whichever is sooner, submit the grievance in writing to the Board of Education.

Level Three - If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Board, he may, within ten (10) school days after a decision by the Board, or twenty-five (25) school days after the grievance was submitted to the Board, whichever is sooner, submit the grievance to arbitration.

E. Procedure for Invoking Arbitration

a. The demand for a list of arbitrators shall be made to the Public Employment Relations Commission in accordance with its rules and regulations.

b. The arbitrator shall be limited to the facts as presented to him in rendering her/his decision. She/He shall not have the authority to add to, modify, or detract from the specific or express terms of the agreement. Her/His decision shall be advisory except as to disciplinary matters, including any disciplinary withholding of increment, which are determined to be arbitrable in accordance with Chapter 269 of the Laws of 1989.

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

F. Rights of Principals/Assistant Principals/Directors to Representation

1. Any aggrieved person may be accompanied at all stages, including Level One of the Grievance Procedure, by his representative. The Association shall have the right to be present and to state its views



at all stages of the grievance procedure.

2. Any participant in the grievance process shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal by reason of such participation.

G. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of principals/assistant principals/directors, the Association may initiate such grievance by submitting it in writing to the Superintendent of Schools directly, and the processing of such grievance shall be commenced at Level One. This grievance shall be signed by at least one of the principals who claims to be an aggrieved person.

2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent of Schools and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only the aggrieved person and his designated or selected representatives, Association representatives heretofore referred to in this Article, and appropriate administrative representatives.

4. There need be no agreement between the Board and/or the Administration and the aggrieved person that the matter submitted in accordance with the grievance procedure is grievable.

## ARTICLE IV

### BOARD'S RIGHTS

A. The Board, on its own behalf and on behalf of the citizens of New Providence, Union County, New Jersey, hereby retains and reserves unto itself without limitation all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the Laws and the Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing rights, powers, authority, duties and responsibilities of the Board, the adoption of policy, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution of the Laws of New Jersey and of the United States and the decisions of the Commissioner of Education.

## ARTICLE V

### SALARY

- A. When a payday falls on or during a school holiday, vacation, or weekend, the present practice of issuing paychecks on the last preceding working day shall be continued.
- B. The Board shall provide on an individual basis for deductions to the Union County Teachers Federal Credit Union. Deductions must be in even dollar amounts divisible by two (2), with a minimum permissible amount of \$2.00. Authorization cards must be in the Union County Teachers Federal Credit Union office by July 15th of each school year for September first deduction.
- C. The Association agrees that the deduction for professional dues will not be changed during the school year.
- D. The Board shall provide, on an individual basis, for deductions from salaries to a tax-deferred annuity program. The carrier shall be mutually decided by the Board and the Association.
- E. The Board may withhold for inefficiency or any other good cause the employment increment or the adjustment increment or both of any principal/assistant principal/director in any year by a majority vote by all members of the Board. It shall be the duty of the Board, within ten (10) days, to give written notice of such action, together with reasons therefore, to the principal/assistant principal/director concerned. The principal/assistant principal/director may appeal from such action to the Commissioner under rules prescribed by him.

F. Each principal/assistant principal/director who has been an administrator for six (6), nine (9), twelve (12), fifteen (15) years or every three years after fifteen (15) years in district shall receive the following longevity increases to be paid as one lump sum and not to be included in the principal's/assistant principal's/director's base salary:

- At the beginning of the 6<sup>th</sup> year of continuous service \$2,000.00
- At the beginning of the 9<sup>th</sup> year of continuous service \$3,000.00
- At the beginning of the 12<sup>th</sup> year of continuous service \$4,000.00
- At the beginning of the 15<sup>th</sup> year of continuous service \$5,000.00
- Every three years after fifteen (15) year of service \$5,000.00

## ARTICLE VI

### SICK LEAVE

#### A. Personal and Family Illness

##### 1. Allowance for absence at full salary:

Twelve (12) month principals/assistant principals/directors shall be allowed sick leave with full pay for twelve (12) working days, beginning with July 1st and ending June 30th of each school year. In addition to the above personal sick leave, each twelve (12) month principal/assistant principal/director shall be permitted an additional five days which may be used for either personal illness or illness of a member of the employee's immediate family which requires the attendance of the employee. Ten and one-half (10 ½) month assistant principals shall be allowed sick leave with full pay for eleven (11) working days, beginning with July 1st and ending June 30th of each school year. In addition to the above personal sick leave, each ten and one-half (10 ½) month assistant principals shall be permitted an additional five days which may be used for either personal illness or illness of a member of the employee's immediate family which requires the attendance of the employee. If any principal/assistant principal/director requires in any school year less than this specified number of days of sick leave with pay allowed, fifteen (15) days of such leave not utilized that year shall be cumulative, to be used for additional sick leave as needed in subsequent years, without limitation.

2. The Board agrees to compensate members of the principals'/assistant principals'/directors' unit for unused sick leave days at retirement or to the estate of the principal/assistant principal/director upon death, at the rate of 35% of the principal's/assistant principal's/director's highest salary prorated on a daily basis. New hires or the estate of the new hire upon death, as

of July 1, 2008, will be compensated for unused sick leave days at the rate of 25% of the principal's/assistant principal's/director's highest salary prorated on a daily basis at retirement. Deferred retirements do not qualify under this provision.

3. Effective July 1, 2012, the maximum reimbursement any employee shall receive for accumulated unused sick leave shall be \$15,000. For any employee who has accumulated more than \$15,000 in accumulated unused sick leave as of July 1, 2012, the employee shall not accumulate any additional unused sick leave for purposes of reimbursement. The maximum reimbursement of accumulated unused sick leave for employees over \$15,000 is as follows:

JK- \$26,239.84

JM- \$54,941.31

3. Employees who require to be absent in order to care for an ill member of the family in excess of the available time under this paragraph A shall be entitled to such additional leave, under such conditions as are required under the Family Leave Act, provided, however, that any days utilized pursuant to this paragraph shall be counted toward the leave requirements of the Family Leave Act.

B. Sick leave is hereby defined to mean the absence from one's post of duty because of personal disability due to illness or injury, or because of exclusion from school by a personal physician or the school district's medical authorities because of a contagious disease or being quarantined for such a disease in the immediate household.

C. The Board, in its discretion, may grant additional sick leave without the loss of pay.

D. Statement by Physician

When absence for personal illness exceeds four (4) consecutive school days, a physician's statement

shall be filed with the Secretary of the Board. In case of frequent or intermittent illness, the Board or Superintendent of Schools may require the principals/assistant principals/directors to submit to an examination or examinations by the school physician or require the principal/assistant principal/director to submit from the attending physician.

## ARTICLE VII

### INSURANCE

A. Employees shall contribute an amount established by P.L. 2011, Chapter 78 or P.L. 2020, Chapter 44 toward payment of premiums. Should P.L. 2011, Chapter 78 or P.L. 2020, Chapter 44 be repealed during the term of the Agreement, the Association agrees to meet with the Board and reopen negotiations on the issue of health benefits contribution. The obligation of employees to contribute toward their medical insurance cost shall be effective upon their employment with the Board.

1. Employees shall be permitted to enroll in a PPO/Open Access POS, EPO, New Jersey Educators Health Plan (NJEHP), or a high deductible medical benefit plan.

Effective the date of ratification of this Agreement, all new hires have only the choice to enroll in the New Jersey Educators Health Plan (NJEHP).

The Board shall provide dental insurance coverage for employees and their dependents in accordance with the dental insurance program currently in effect.

2. New hires will be eligible for coverage immediately.

3. The medical and dental policies will provide coverage for dependents until the end of the calendar year when the dependent turns 26.

4. Plan summary books shall be available in an electronic format accessible by the teachers.

5. Option for principals/assistant principals/directors who are retiring, on maternity leave, extended medical leave, or any other approved leave, to continue such coverage by paying the premium at the group rate to the Board.



B. The Board reserves the right to name the carrier to underwrite medical and dental care benefits and to change said carrier, so long as substantially similar benefits are provided.

C. Insurance coverage will terminate at the end of the month of the effective date of the resignation of the employee.

D. The District shall offer a voluntary health/dental insurance waiver plan. A waiver form must be submitted annually by May 1<sup>st</sup> in order to waive out of health/dental insurance coverage effective July 1<sup>st</sup>. If employee elects to cancel the waiver, a letter must be submitted by May 1<sup>st</sup>, with an effective date of July 1<sup>st</sup>. In the event of a life altering event (i.e. loss of spouse's employment, disability/death of spouse or divorce/legal separation), re-enrollment in the District's insurance plan will be immediate only if the Board is notified within thirty (30) days of the event and an application is submitted.

## ARTICLE VIII

### TEMPORARY LEAVES OF ABSENCE

#### A. Death in the Immediate Family

1. Absence of five (5) days without loss of salary shall be allowed in case of death of the following in his/her immediate family or household: mother, father, sister, brother, daughter, son, wife, husband, mother-in-law, father-in-law, sister-in-law, or brother-in-law. If during such a period the principal/assistant principal/director is absent for a personal illness, a personal injury, or any other excused absence, such absence shall apply. If at a later date, circumstances directly related to the death necessitate additional absence, this provision providing up to five (5) days may be granted at the discretion of the Superintendent of Schools.

2. In case of death of grandparent, niece, nephew, aunt, or uncle, not living with the immediate family, no deduction shall be made for absence on the day of the funeral.

#### B. Compliance with Court Order

A principal/assistant principal/director will receive full pay if he is absent for jury duty or in compliance with a Court Order as a material witness or if the action against the principal/assistant principal/director is dismissed or results in a final decision in favor of the principal/assistant principal/director.

#### C. School Business Leave

1. Principals/Assistant Principals/Directors are encouraged to request two (2) days of absence in each school year for the purpose of visiting other schools for observation, discussion, and related professional interests. Such absences as recommended and approved by the Superintendent of Schools

shall not entail loss of pay.

2. Absence of principals/assistant principals/directors for purposes of attending professional meetings or conventions shall be encouraged by the Superintendent of Schools and be subject to his recommendation and approval. These shall be without loss of pay unless specifically agreed otherwise in advance.

D. Allotment of Days

1. If, in the opinion of the Superintendent of Schools, unusual circumstances warrant that an exception be made in the allotment of days for death in the immediate family or absence for personal reasons, unused days in both of the above categories may be transferred to the advantage of the principal/assistant principal/director provided that the total number of days requested without deduction does not exceed eight (8).

2. In each instance the approval of the Superintendent of Schools must be obtained in writing.

## ARTICLE IX

### PROFESSIONAL GROWTH

A. The Board of Education shall reimburse all principals/assistant principals/directors for seminar and conference fees, as per state travel regulations and not covered in section B below, that were approved in advance by the Superintendent of Schools, to a maximum expenditure of one thousand two hundred (\$1,200.00) dollars per school year.

B. Funds shall be provided annually for principals/assistant principals/directors to attend meetings on the state and national level relative to the areas of administration in the school with approval of the Superintendent of Schools. The Superintendent's determination will be based, at least in part, on the continued value of the experience to future administrative leadership in the district.

C. Principals/Assistant Principals/Directors enrolled in a graduate program shall be eligible for course reimbursement up to twelve (12) credits with the prior approval of the Superintendent of Schools. Principals/Assistant Principals/Directors must take courses at an accredited; degree granting institutions, which issues transcripts and must also, have satisfactorily completed the courses. Reimbursement of college credits in any year shall be at the Kean University rate as a maximum. After receiving reimbursement for any courses, the principal/assistant principal/director agrees to remain in the service of the district for a three (3) year period or pay back to the Board the amount reimbursed. This will not apply to retirees.

## ARTICLE X

### EXTENDED LEAVES

#### A. Child-Rearing Leave

1. Any pregnant principal/assistant principal/director shall be granted, upon request, a leave of absence by the Board. Such request shall be made, in writing, at least sixty (60) days prior to the requested commencement date of the leave and shall include the commencement date of the leave and one of the following dates of return:

(a) Any date within sixty (60) days of the commencement of the leave in which it would be reasonably expected that the principal/assistant principal/director would be physically able to return to her duties, or

(b) The beginning of any semester within a two (2) year period from the commencement of the leave.

2. The principal/assistant principal/director shall begin her leave on the date requested, or if her physical condition is in question, then her leave shall begin when she is no longer able to produce a certification from her physician that she is medically able to continue her duties. The Board shall have the right to place a principal/assistant principal/director on maternity leave if it is determined that she can no longer perform the duties of her job.

3. The leave shall terminate on the date specified unless the principal/assistant principal/director requests an extension, whereupon the leave may be extended for an additional period of time for reasons associated with the pregnancy, birth, or for other proper cause. If the Board questions the principal's/assistant principal's/director's physical condition or capacity to resume her former duties, then

the principal/assistant principal/director shall produce a certification from her physician that she is medically able to resume her administrative duties.

4. Any principal/assistant principal/director adopting an infant child of one (1) year of age or less shall be entitled to the same privileges under this article as are offered to a pregnant principal/assistant principal/director. The leave of the adopting principal/assistant principal/director shall commence upon receiving de facto custody of said infant or earlier if necessary to fulfill the legal requirement for the adopting.

5. Leave pursuant to this section shall constitute compliance with the Family Leave Act of New Jersey.

6. In the event an employee does not desire to utilize Article XI A. 1-5 for purposes of child rearing leave, then in that event the employee shall have such rights under such conditions as are required pursuant to the Family Leave Act.

B. Extended Leave of Absence

The Board may grant an extended leave of absence without pay if provisions herein set forth have been exhausted.

All benefits to which a principal/assistant principal/director was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return, and health insurance will be available at the principal's/assistant principal's/director's expense during the term of the leave. Notwithstanding the above, principals/assistant principals/directors with fifteen (15) or more years of service in the New Providence school system who are granted extended leaves of absence shall have their health insurance coverage paid by the Board for a period of one (1) year

provided that such principals/assistant principals/directors are not in military service or located outside the United States. The Superintendent of Schools shall make a reasonable effort to return the principal/assistant principal/director to an equivalent position held prior to taking said leave. Any extended leave shall end at the beginning of a semester and shall not be granted for more than a two (2) year period.

C. Any employee on a child-rearing, extended, or disability leave shall notify the Board prior to April 1 whether it is his/her intention to return to his/her duties on September 1 of the next school year. Any employee on a child-rearing, extended or disability leave of absence shall notify the Board prior to February 1 whether it is his/her intention to return to his/her duties on July 1.

## ARTICLE XI

### WORK YEAR

A. The work year for twelve (12) month principals/assistant principals/directors shall extend from July 1st to June 30th. During that period, twelve (12) month principals/assistant principals/directors shall be entitled to eighteen (18) holidays (including 5 floating days, of which no more than 3 can be taken while students are in session), the two (2) days of the NJEA Teachers Convention and twenty-five (25) vacation days, which may be scheduled during the summer and during those periods when school is in recess. The work year for ten and one-half (10 ½) month assistant principals shall extend from September 1st to June 30th with an additional ten (10) days in August as established by the Board. Ten and one-half (10 ½) month assistant principals shall be entitled to all of the holidays of the twelve (12) month principals/assistant principals/directors which occur during their work year, except ten and one-half (10 ½) month assistant principals are entitled to 3 floating days, of which no more than 3 can be taken while students are in session; the two (2) days of the NJEA Teachers Convention and zero (0) vacation days.” Ten and one-half (10 ½) month assistant principals’ work years follow the school calendar for breaks. The floating holidays are in lieu of personal leave, but the restrictions on use of these holidays are as follows:

- 1) These days will not be taken during the first or last week of the school year;
- 2) If more than one (1) personal day is to be taken consecutively, including Monday-Friday combinations, reasons will be given;
- 3) These days will not be either the day before or after a holiday recess.

Unused floating holidays for twelve (12) month principals/assistant principals/directors shall convert to



vacation days and shall accumulate in accordance with statute. Unused floating days (personal days) for ten and one-half month assistant principals shall convert to sick days and shall accumulate in accordance with statute.

B. Any twelve (12) month principal/assistant principal/director shall be allowed to carry over up to twenty five (25) vacation days into the next school year. By July 1<sup>st</sup> of each succeeding school year, the twelve (12) month principal/assistant principal/director must notify the Superintendent of Schools how many vacation days, up to a maximum of twelve (12), she/he wishes the Board of Education to purchase. The value of those vacation days shall be based on a per diem rate of the current year's base salary divided by 240. The value of the days can be either paid over the succeeding twelve-month period beginning July 1<sup>st</sup> or paid in one lump sum. By July 1<sup>st</sup>, the twelve (12) month principal/assistant principal/director must notify the Business Office of her/his intent for payment. If twelve (12) month principal/assistant principal/director elect to receive payment in one lump sum, payment will be processed in the first pay period of September.

C. Subject to the Superintendent of Schools approval, the twelve (12) month principals/assistant principals/directors can utilize up to three (3) vacation days during the school year when school is in session with the understanding that the building will be covered by the principal/assistant principal/director assigned to the building.

D. A member who resigns or retires during the contract year shall receive cash payment for all unused prorated vacation days.

E. During the summer months, principals/assistant principals/directors will work their contractual eight (8) hour work day, but have the option of working flex hours; i.e. 7:00 a.m.–3:00 p.m., 8:00 a.m.–4:00 p.m.

## ARTICLE XII

### RIGHTS AND BENEFITS

A. No principal/assistant principal/director shall be disciplined by reprimand, fined, suspension, or disciplinary withholding of increment without just cause. Any question regarding whether a withholding is disciplinary, shall be determined by the Public Employment Relations Commission in accordance with its rules. Any such disciplinary action taken by the Board shall be subject to the grievance procedure as set forth in this Agreement. For purposes of this provision, non-renewal, removal, or reassignment shall not be construed as a disciplinary action.

B. Whenever any principal/assistant principal/director is required to appear before the Superintendent of Schools, the Board, or any committee thereof for a meeting or conference the purpose of which adversely concerns the continuance of that principal/assistant principal/director in his office, position, or employment, or adversely concerns salary or any increments pertaining thereto, the principal/assistant principal/director shall be given prior written notice of the reason for such meeting or conference and shall be entitled to have a representative of the Association or counsel present to advise and represent him during such meeting or conference, provided that no unreasonable delay shall be incurred in the scheduling of such meeting due to lack of representation.

C. Non-tenured employees shall be given notice of their subsequent year's status in accordance with N.J.S.A. 18-A: 27-10 et seq.

D. All principals'/assistant principals'/directors' personnel files shall be maintained under the following circumstances:

1. No material of a derogatory nature shall be placed in the files unless the employee has had an

opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed with the understanding that such signature merely signifies that he has read the material. Such signature does not necessarily indicate agreement with the content.

2. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy following the receipt of the material. Failure of the employee to file a response for attachment to the file copy within fifteen (15) workdays following receipt of material shall result in forfeiture of the employee's right to respond.

3. Upon written request, the employee shall be given access to his file without undue delay minus confidential credentials related to personal references.

4. If the employee has instituted grievances or other judicial proceedings, he shall be granted the right to reproduce any material in his file not considered to be privileged, such as confidential credentials related to personal references normally sought at the time of employment

## ARTICLE XIII

### FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiated matters. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter.

B. In the event a newly created title is agreed upon for inclusion within the unit, the terms and conditions of employment for that position shall be negotiated notwithstanding any other provisions herein.

## ARTICLE XIV

### REASSIGNMENT OF ADMINISTRATORS

A. Administrative vacancies shall be advertised in all school offices for a reasonable period of time in order to permit application for transfer, reassignment, or promotion of present employees. During summer vacation periods, such notices shall be mailed to the employee's home.

B. Should a reduction in force in administration occur for a good cause and/or the best interests of the school system, such professionals who are affected adversely will be provided such bumping and preferential reemployment rights as are provided by law and the Administrative Code.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

- A. This agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. 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.
- C. The use of the singular masculine pronoun herein shall include singular and plural, masculine and feminine.
- D. Nothing herein shall be changed, altered, or deleted except by mutual consent of the Board and the Association.
- E. Should this agreement conclude prior to the completion of a successor agreement, the substantive benefits provided hereunder shall be continued through the negotiations process.
- F. The Board will reimburse each employee for memberships fees, up the three (3) professional associations, one of which to be PSA, not to exceed one thousand two hundred (\$1,200.00) dollars per school year.
- G. Mileage for use of personal cars out of the district shall be paid at the OMB rate per mile.
- H. Principals/Assistant Principals/Directors will receive a meal allowance to a maximum of five hundred (\$500.00) dollars per school year, following state travel regulations, when it is required that the principals/assistant principals/directors stay for evening activities and/or events.

ARTICLE XVI

DURATION OF AGREEMENT

This agreement shall be in full force and effect as of July 1, 2022 and shall continue in effect until June 30, 2025, subject to the Association's right to negotiate over a successor agreement as provided heretofore.

IN WITNESS WHEREOF, the Board has caused this agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, and the Association has caused this agreement to be signed by its memberships.

SIGNED AND SEALED this 24th day of March 2022.

NEW PROVIDENCE PRINCIPALS,  
ASSISTANT PRINCIPALS & DIRECTORS  
ASSOCIATION

BY:   
Jean Drexinger, Negotiation Committee Member

BY:   
Brian Henry, Negotiation Committee Member

BOARD OF EDUCATION OF THE  
BOROUGH OF NEW PROVIDENCE

BY:   
Mary Misiukiewicz, Board President

BY:   
James Testa, Board Secretary

## APPENDIX I

A. Initial salaries, for new hires, shall be negotiated between candidates for appointment and the Board.

B. Annual increases shall be as follows:

2022/2023- 3.1%      2023/2024- 3.1%      2024/2025- 3.0%

C. For purposes of this agreement the salary of each principal/assistant principal/director for the term of the agreement is as follows:

<u>Principal/Assistant Principal/Director</u>	<u>2022/2023</u>	<u>2023/2024</u>	<u>2024/2025</u>
VC	\$138,169.00	\$142,453.00	\$146,726.00
JD	\$171,651.00	\$176,972.00	\$182,282.00
JF	\$110,952.00	\$114,392.00	\$117,823.00
JH	\$154,993.00	\$159,798.00	\$164,592.00
BH	\$168,519.00	\$173,743.00	\$178,955.00
JK	\$144,000.00**	\$148,464.00	\$152,918.00
SK	\$118,565.00	\$122,241.00	\$125,908.00
SM	\$103,506.00	\$106,715.00	\$109,916.00
JR	\$165,643.00	\$170,777.00	\$175,901.00
JS	\$140,143.00	\$144,487.00	\$148,822.00

\* If a current principal/assistant principal/director was to retire or resign from the District, the replacement would negotiate a starting salary.

\*\* Appointed to position on March 1, 2022 and does not receive percentage increase in 2022/2023.



- D. Any Principal/Assistant Principal/Director hired after the effective date of this agreement will have her/his salary increased annually by the dollar amounts outlined in Appendix I.B

