

AGREEMENT
BETWEEN
WILLINGBORO TOWNSHIP BOARD OF EDUCATION
AND
WILLINGBORO EDUCATIONAL ADMINISTRATORS' ASSOCIATION
FOR
JULY 1, 2001
TO
JUNE 30, 2004

Prepared by:

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PREAMBLE

In order to comply with and effectuate the provisions of existing law in the State of New Jersey, THIS AGREEMENT IS MADE AND EXECUTED ON _____, 2002 by and between the WILLINGBORO TOWNSHIP BOARD OF EDUCATION, hereinafter referred to as the "Board," and the WILLINGBORO EDUCATIONAL ADMINISTRATORS' ASSOCIATION, hereinafter referred to as the "Association."

Article I

STATEMENT OF ASSOCIATION-BOARD OF EDUCATION RELATIONSHIP

A. Recognizing that providing a high quality education for children of Willingboro is the paramount aim of this school district, and that good morale in the district is necessary for the best education of the children.

We do hereby declare that:

1. The Board, under law, has the final responsibility of establishing policies for the district.

2. The Superintendent and the Superintendent's staff have the responsibility of carrying out the policies established.

B. PRINCIPLES:

1. Objectives:

a. Attainment of the objectives of the educational program conducted in the schools of the district requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel, the other personnel, the student body, and the citizens of the community. To this end, free and open exchange of views is desirable, proper and necessary.

b. This Agreement is negotiated in order to establish for its term the salaries and other conditions of employment of all members of the unit, those being all principals, vice-principals, assistant principals, guidance directors, athletic director, **assistant director of child study**, supervisor of instruction for pupil personnel services and **program administrator**.

c. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to

proper interpretation or implementation of this Agreement and accordingly therein agree upon a grievance procedure for the effective processing of such disputes.

2. Implementation:

a. The Board and the Association, the parties to this Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill.

b. Subject to the provisions of Section 19 of Article 1 of the New Jersey Constitution and pursuant to the provisions of existing law in the State of New Jersey, as the same may be amended or supplemented, the Board agrees not to negotiate with any other organization or individual during the duration of this Agreement with respect to the personnel whom the Board has designated as being represented by the Association; however, the Board will be free to communicate with unit members or their representative, individually or collectively, for whatever purpose the Board may deem to be necessary and desirable, subject to the existing laws of the State of New Jersey.

c. Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member or designated representative, professional or law, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificates of resolutions) of authority so to act.

d. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof unless changed by mutual

consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

Article II

UNIT MEMBERS' RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any unit members such rights as they may have under the New Jersey School Laws or other applicable laws and regulations. The rights granted to unit members hereunder shall be deemed to be in addition to those provided elsewhere.

B. No unit member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth with the exception of disciplinary matters where there exists alternate statutory appeal procedures.

C. Whenever any unit member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that unit member in his or her office, position or employment or the salary or any increments pertaining thereto, then he or she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the unit member during such meeting or interview.

D. This Agreement contains the full and complete agreement between the parties. Any practice or procedure pre-dating this Agreement, unless expressly included herein, is superseded and replaced hereby. The control of all terms and conditions of employment not expressly set forth herein are expressly vested in the Board of Education for the duration hereof

and the Board may establish, eliminate or modify such matters, from time to time, as it determines appropriate subject to the statutory conditions set forth under NJSA 34:13A-5.3 which requires proposed new rules or modifications of existing rules governing working conditions to be negotiated with the majority representative before they are established.

E. The filing of a communication of a derogatory nature concerning the performance of a member shall take place only after the member has had the opportunity to become fully acquainted with the contents of the communication. The member shall have the opportunity to respond in writing and/or to rebut such material, and such response shall be placed in his/her personnel file. Each member of the Association has the reserve right to inspect his/her personnel file upon request to the Superintendent of Schools.

Article III

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board will make available to the Association in response to reasonable requests from time to time available public information concerning the financial resources of the district, including annual financial reports and audits, published directory of personnel, agendas and minutes of all public meetings of the Board, census data, names and addresses of all teachers, and all other public information which may be necessary for evaluation of grievances or complaints and for intelligent negotiation.

B. Whenever any representative of the Association or any administrator is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, said person shall suffer no loss in pay.

C. The Association and its representatives shall have the right to use the school; buildings at reasonable hours:

1. for meetings;
2. for conferences with individual teachers about grievances or about potential grievances.

Such meetings and conferences shall be held with the prior approval of the Business Administrator or his/her designee which approval shall not be unreasonably withheld.

Article IV

WORKING HOURS

A. The Board and the Association recognize and agree that the unit members' responsibility to their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that the unit members are entitled to regular time and work schedules on which they can rely in the ordinary course and which will be fairly and evenly maintained to the extent possible throughout the school system, except in emergencies and instances of staffing exigencies, and without prejudice to voluntary professional service above and beyond contract requirements.

B. The length of the regular work day shall be eight (8) hours. PTA meetings, parent evening conferences and special meetings, functions or activities shall be considered a part of normal professional duties which may be beyond the regular eight (8) hour day.

C. Regular duty hours, once fixed, shall not be changed without notice to and discussion with the Association.

D. Where there are exceptional demands upon a particular individual for time over and beyond the regular work day as hereinbefore set forth, the Superintendent or the Superintendent's designee may work out with the individual concerned an arrangement for compensatory time off or adequate compensation which is subject to final approval by the Board of Education.

E. It is understood that all unit members are entitled to a duty free lunch period.

Article V

VACATION

A. All unit members who are employed by the district in a twelve (12) month unit position and continue to be so employed in a twelve (12) month position, shall be entitled to twenty-three (23) working days vacation, ~~to be taken between the Monday following the close of school and one week prior to Labor Day of the following contract year.~~ Vacation time is earned during the fiscal year immediately preceding that in which it is taken. Any person who had been employed during that entire preceding fiscal year in a twelve-month position will be entitled to the twenty-three working days vacation. Any person, in a twelve month position, who had been employed during only a portion of said preceding fiscal year shall be entitled to vacation time of one and one-half (1-1/2) days for each month of employment. With respect to persons in the latter category whose employment begins after the first day of a calendar month or terminated prior to the last day of a calendar month, they shall be credited for a full month's employment (for purposes of this Article) if they have been employed for fifteen (15) working days during said month. Ten and **eleven-month** positions receive no vacation leave.

B. An employee who was a unit member prior to August 13, 1993 and who had accumulated up to seventy-five (75) days of vacation leave prior to August 13, 1993 shall be entitled to maintain such leave without losing credit for same. Any employee who becomes or became a unit member after August 13, 1993 may accrue up to 60 days of vacation leave without losing credit for same. Any such accrued vacation leave when exercised shall be subject to all restrictions contained in this Agreement with respect to the exercise of vacation leaves.

* C. Vacation may be granted ~~during a time other than that specified in Paragraph A of this Article~~ ^{at any time while in that position.} only by mutual agreement of the Superintendent and the individual requesting same. *

D. In the event a unit member is separated from service prior to June 30th of a given year for any reason, that member or, if deceased, their personal representative, shall be entitled to

receive the cash payment for the monetary value of current vacation standing to their credit at the rate of salary prevailing at the time of their separation but such vacation credit shall be computed at the rate of 1.916 days per month of employment. A person in this category shall be considered as having worked a full month for the purposes of computing vacation credit if they had been employed for 15 working days during said calendar month.

Article VI

PROMOTIONS

A. All vacancies in promotional positions and all newly created promotional positions shall be filled according to the following procedures.

1. Such vacancies shall be adequately publicized, including a notice in every school (by posting, through the Superintendent's bulletin or otherwise) as far in advance of the date of filling such vacancy as possible.

2. Such notice of vacancy shall clearly set forth the qualifications for the position. Standards of qualifications will be consistent with the position and may change from time to time providing notice of change shall be given at least fifteen (15) days prior to the publication of said position.

3. Unit members who desire to apply for such vacancies shall file their applications in writing with the Office of the Personnel Administrator within the time limit specified in the notice.

B. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator supervisory level, including but not limited to positions such as assistant superintendent, principal, vice-principal, assistant principal, guidance directors, athletic director **assistant director of child study**, supervisor of instruction for pupil personnel services and **program administrator**.

C. All appointments to the aforesaid vacancies shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status.

D. Vacancies which arise during July and August shall be posted in the Board office.

E. Interim appointments to vacancies (not exceeding three months) may be made at the discretion of the Board. It is understood that such appointments are temporary in nature, and will be void upon final selection of personnel.

Any employee performing such temporary duties shall be compensated for the period of time for which he/she was officially designated by the Board of Education. Compensation for the performance of additional duties shall be subject to negotiations between the Association and the Board. The extra compensation will be paid in the form of a stipend. The Board of Education will pay this stipend for duties performed within the regular work day as applicable to the position.

Such temporary appointments must be confirmed in writing by the Board of Education.

F. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building and a list shall be forwarded to the Association.

Article VII

TRANSFER POLICY

A. REQUEST

1. All requests for change of assignment must be submitted prior to May 1. Any request received after that date may be given consideration by the Superintendent if, in the Superintendent's discretion, it is felt that the same would be in the best interest of the school district. All requests shall be in writing and shall be filed with the Superintendent.

2. Upon request of the unit member, the Superintendent or the Superintendent's designee will confer with the member to discuss reasons for denial of a transfer request within 10 days after decision.

TO: Mrs. Lorene Moore, Interim Director of Human Resources
FROM: Jack Gribble, School Counselor *JAG*
RE: Meeting
DATE: December 12, 2005

Dear Mrs. Moore.

I spoke with Sandy today to confirm. Please consider the following Agenda for our meeting on Tuesday, December 13, 2005, 2:00 PM ET:

Agenda

- I. Resolve G-1.
- II. Resolve G-8.
- III. Resolve G-13.
- IV. Finalize G-17.
- V. Finalize payment for G-2.
- VI. Up-date G-15.
- VII. Up-date G-16.
- VIII. Up-date G-3.
- IX. Up-date G-4.
- X. Up-date G-5.
- XI. Up-date G-6.
- XII. Up-date G-7.
- XIII. Up-date: G-9, G-10, G-11.
- XIV. Up-date: G-12, G-14.
- XV. Other issues time permitting.

Thank you for the opportunity to meet with you.

CC: Harry Zakarian, Field Representative, NJEA
Kim Chiolan, President, WEA
CJ Hill, Vice-President External, WEA
Sheri Fitzpatrick, Negotiations Chairperson, WEA
Char White, Consultant to Negotiations, WEA

3. A list of the known vacancies that will exist the following year should be posted in all schools so that the unit members may apply for open positions. This list should be kept up to date with new openings added as they occur. During the summer this list will be kept posted in the Board office. A copy of such notice will be made available to the Association upon request.

B. Notice of all transfers will be given to the unit members as soon as practicable, and under normal circumstances before the end of the year. Whenever a reduction in staff requires the transfer of unit members, any impact upon terms and conditions of employment shall be negotiated with the majority representative.

Article VIII

LEAVE OF ABSENCE

A. All unit members holding ten month contracts are entitled to thirteen days sick leave in each contract year and all unit members holding twelve month contracts are entitled to fifteen days sick leave in each contract year. In the event that a unit member is absent due to a continuing, extended illness for a period of time exceeding their accumulated sick leave, the Board of Education, on a case-by-case basis, may provide extended sick leave benefits in accordance with NJSA 18A:30-6. A continuing extended illness as referred to above shall be defined as illness which necessitates employee absence for a consecutive period of ten or more working days.

B. All unit members shall be permitted to utilize a combined total of three days for personal business or religious holiday leave during the contract year. Notice of the intentioned exercise of such leave must be forwarded in writing to the office of the Assistant Superintendent or the Superintendent of Schools at least one calendar week in advance of the day on which leave is to be taken. It is, however, recognized that leave for personal business will not require such advance notice when an emergency arises which does not feasibly permit such notice to be

given. In such instances the unit member shall give as much advance notice as is reasonably possible under the circumstances.

C. All unit members will be permitted to exercise up to five days leave for death in the immediate family, and the "immediate family" shall be construed to encompass one's mother, father, wife, husband, children, brother, sister, mother-in-law, father-in-law, grandparents, and any relative domiciled in the unit member's household at the time of death.

D. All unit members may be absent from their positions for five consecutive school days for their marriage and honeymoon, but those days shall be regarded as personal business days under Paragraph B of this Article, or vacation leave, if applicable, under Article V of this Agreement. If such days are not available, this leave shall be without pay.

E. All unit members shall be entitled to all holidays, recesses and emergency closing days as provided for the teaching staff and all holidays declared by the State of New Jersey while school is not in session. The work year for ten (10) month positions will be September 1 to June 30. However, the Board may increase the work year as long as the additional days are contiguous to the above dates and employees will be paid for all such days at their per diem rate of 1/200ths of their total pensionable salary. The work year for twelve (12) month positions will be July 1, to June 30.

F. The Board may recognize the need for unit members to attend and participate in conferences of local, state and/or national organizations relating to their respective assignments without suffering any loss of pay. Application for permission to attend such conference shall be made in writing to the Superintendent of Schools at least one calendar week in advance of the event, and attendance shall be conditioned upon the prior approval of the Superintendent. If such an application is approved by the Superintendent, the attendance of the unit member shall be without loss of pay and with reimbursement for such reasonable expenses as may be incurred incident to said attendance as, for example, but without limitation, registration fees, travel

expenses, lodging and food allowance. Written verification of attendance and of expenses actually incurred must be submitted in order for reimbursement payments to be made.

G. Leave of absence may be granted, subject to the following conditions:

1. No more than 10% of the administrative unit will be on leave at one time.
2. The member requesting leave has completed at least four (4) full school years of service in Willingboro School District.
3. Leave may be granted for travel, further studies, writing and/or research in pursuance of professional growth.
4. Seniority shall be the determining factor for awarding leaves of absence.

H. All unit employees on leave of absence intending to return to active employment shall notify the Superintendent or the designated Administrator, in writing, of said intention no later than April 15 of the prior school year. Said notification shall specify the return date requested. Failure to comply with this paragraph shall constitute a waiver of all rights of return.

I. Retirement Pay Plan - Employees who retire from the district as retirement is defined by TPAF shall be entitled to be paid \$33.00 per day for all accumulated, in-district sick days earned at the time of retirement for 1998-99; \$36.00 per day for 1999-00 and \$39.00 for 2000-01.

Article IX

PERSONNEL FILES

A. Official files shall be maintained in accordance with the following procedures;

1. The Superintendent shall place in the file information of a positive nature received from and signed by responsible sources indicating special competencies, achievements, performance or contributions of an academic, professional or civil nature. **All materials will be investigated and reviewed with the employee prior to being placed in the employee's personnel file. The employee may place a rebuttal in the file.**

2. The unit members shall be given the opportunity to review the contents of their individual file once during the year by request of said member to the Superintendent of Schools.

Pre-employment records are to be kept in separate folder and exempt from review by unit member.

3. If any time any material is included in a unit member's personnel file pursuant to Paragraph A.1 of this Article, the unit member shall be notified thereof and given an opportunity to review the material. The unit member has the right to reply to said material by formal letter addressed to the Superintendent. The Superintendent shall place the unit member's reply letter in the file as well as any additional response which the Superintendent desires to make. A copy of the Superintendent's response, if any, will be forwarded to the unit member involved.

4. **Members are permitted to have copies of anything in their personnel file.**

Article X

GRIEVANCE PROCEDURE

A. General Provisions

1. The term "grievance" means an allegation that there has been:

A violation;

an erroneous application; or

an erroneous interpretation

of this contract or of any administrative decision or Board policy affecting employees.

2. The term "grievant" means the complainant.

3. A grievance may be initiated:

a. By an aggrieved employee; or

b. By a group of aggrieved employees or by the Association as the representative of a group of employees whose respective complaints all present essentially the same question.

4. The failure to answer a grievance within the applicable limit of time shall entitle the grievant to proceed in accordance with these rules, to the next level.

5. The failure to appeal any decision upon the grievance, in accordance with these rules, to the next level, shall constitute acceptance of the answer not appealed.

6. The written statement required by Section B.5 shall contain:

- a. The identity of the grievant or grievants;
- b. A general description of the grievance;
- c. The nature of the relief sought;
- d. The signature of the grievant or grievants except where the foregoing Article A.3.b is applicable;
- e. The date of initial presentation at the first level;
- f. The name and title of the individual to whom, at the first level, the presentation was made.

B. Levels and Limits

1. There shall be three levels:

- a. The level of the principal or immediate superior involved;
- b. The level of the Superintendent;
- c. Arbitration, final and binding, conducted under the rules of the Public Employment Relations Commission.

2. If the grievant is employed in television, or in special services, or in any other function which, though included within the unit, does not involve teacher-pupil contact, the first level shall be his or her immediate supervisor.

3. Every other grievance shall be initiated at the level of the principal of the grievant or grievants.

4. The first level in any situation is recognized as the point where, ideally, a resolution consistent with the contract should be reached. Toward that end, the procedure there followed shall be informal and the individual grievant may elect to make his or her own presentation. The conference shall not be conducted, however, unless an appropriate representative of the Association has been accorded an adequate opportunity to be present.

5. If no mutually satisfactory decision is received within five calendar days after the completion of the presentation made at the level of the principal or immediate supervisor, then within seven calendar days thereafter a written statement of the grievance shall be delivered either manually or by ordinary mail to the office of the Superintendent who shall have seven additional calendar days, measured from the date of such delivery, to provide a response. In that interim, the appropriate representative or representatives of the Association shall confer with the Superintendent or with the Superintendent's designee in an effort to effect a voluntary settlement.

6. If the complaint is presented by the Association, as the representative of a group of grievants who are employed in different schools, then the initial presentation shall be made at the level of the Superintendent, rather than at the level of either principal involved.

7. In any event, if, within seven calendar days after the date of resort to the level of Superintendent no mutually satisfactory decision is received, then the grievance, at the election of either party hereto signatory, may be submitted to final and binding arbitration conducted under the applicable rules of the Public Employment Relations Commission.

C. Limitation

1. Unless the initial submission is made no later than ninety (90) days after the action or event challenged, the grievance shall be untimely and the administration shall have no obligation to entertain the complaint.

2. Any person who desires to have an unresolved grievance submitted to arbitration pursuant to the provisions of Paragraph B.7 hereof must, in order to do so, file with the Public Employment Relations Commission and serve upon the Board, through the office of the Personnel Administrator, a written demand for arbitration within thirty (30) working days after the date on which the Superintendent either:

- a. made the determination with respect to the matter; or
- b. was due to have made the determination with respect to the matter in the event that the Superintendent had failed to do so.

Article XI

SALARIES

A. **Any initial salary of any unit member hired is the Board's prerogative, subject to any minimum or salary range for that particular position as determined by this agreement.** The Association shall receive written notice from the Board of such initial placement if it is so negotiated. Initial placement shall govern advancement in compensation.

B. Unit members will be granted a longevity service increment based upon continuous employment in the Willingboro Public School System. The administrative longevity service increment shall be in the sum of one hundred (\$100) dollars, which sum shall accrue at the issuance of the fourth, seventh, tenth, thirteenth and sixteenth consecutive contracts or letters of intent.

C. The total amount of salary increase for 2001-2002 shall be 5%; for 2002-2003 4%; and for 2003-2004, 3%. Salary increases will be added to 2000-2001 base salaries and reflect total salaries, including payment for advanced degrees. Should a unit member who is in

an acting capacity no longer hold one of the unit positions, that person shall return to an appropriate guide of their original unit.

D. Effective July 1, 2002 and retroactive to that date, the position of athletic director will be an eleven (11) month position. The athletic director will receive no vacation leave. The athletic director's salary will be increased ten percent (10%) for the one-month addition to the length of the work year.

E. Minimum salaries for all positions will be contained in Appendix A and will be effective retroactive to July 1, 2001.

F. During the term of this Agreement, there shall be no change in the amounts awarded for Career Teacher Adjustment (CTA).

G. Compensation for unit members shall be payable retroactively as if in effect on July 1, 2002, except that in the case of a unit member employed subsequently thereto, compensation shall be payable retroactively to the date of employment or promotion, whichever is applicable. Retroactive compensation for unit members who are twelve and ten month employees shall be distributed on a pro rata basis.

Article XII

HEALTH INSURANCE

A. Upon ratification and execution of this contract, the health and dental insurance program then available to the WEA (Willingboro Education Association) shall be the health and dental program of this unit, except that for all employees covered by this agreement the insurance program shall include the employee and the employee's immediate family. Effective July 1, 1996 or thereafter, negotiations may be reopened on this Article (Health Insurance).

B. The Board agrees that with respect to each unit member who remains in the employ of the Board for the full school year, it will make the necessary arrangements with respect to the payment of insurance premiums to provide continuing health insurance coverage

for the full twelve month period commencing July 1st and ending June 30th so as to assure uninterrupted participation and coverage for unit members electing to participate in the plan.

C. Unit members who retire, as that term is used by the Teachers Pension and Annuity Fund, or who are on extended long-term unpaid leave of absence, shall be eligible to apply for medical insurance coverage at a group rate. The premium for such coverage shall be paid solely by the unit member receiving that coverage with no costs, of any kind whatsoever, to the Board. The coverage provided is adjustable to keep the premium level within any statutory or regulatory limitations. The parties agree and direct any person interpreting this contractual provision which attempts to or could result in imposing any costs whatsoever upon the Board as a result thereof as a waiver of this contractual provision. The intent is that no costs whatsoever be imposed upon the Board.

Article XIII

SCHOOL CALENDAR

All recommendations to be made by the Association shall be submitted to the Board on or before January 15 preceding the school year to which the calendar is to pertain.

Article XIV

ADMINISTRATORS' STUDY COMMITTEE

A. The Board and the Association agree to form an Administrators' Study Committee which shall consist of three members designated by the Board and three members designated by the Association. The appointments to this Committee shall be made on or before May 1 each year, and each party shall promptly notify the other of the identities of the respective Committee appointments.

B. The purpose of the Committee shall be to examine prevailing conditions, practices and procedures in the school district, the needs and concerns of the district administrators and any specific committee. It shall likewise endeavor to provide sufficient data to furnish all parties

in interest with adequate information to evaluate the needs and/or problems of school administrators.

C. This Committee shall be convened at least once a year on a mutually convenient date between August 15 and December 15, with such additional meetings as may be scheduled thereafter by mutual agreement.

Article XV

MISCELLANEOUS PROVISIONS

A. Notification to non-tenured unit members of reemployment or non-reemployment shall be done in accordance with the provisions of N.J.S.A. 18A:27-10 et seq., as amended, and Chapter 125, P.L. 1995 (N.J.S.A. 18A:27-4).

B. The parties agree that each unit member shall obtain a Black Seal license within three years.

C. Per diem rates will be defined as 1/200ths for 10-month employees and 1/240ths for 12-month employees of total pensionable salary.

Article XVI

MODIFICATION OF AGREEMENT AND NEGOTIATION

OF SUCCESSOR AGREEMENT

A. This document shall not be altered, modified or extended except by subsequent agreement in writing signed by the parties hereto through their official representatives.

B. The Association and the Board agree that either party shall have the right to initiate negotiations for a successor agreement by notifying the other in writing of its desire to do so on or before December 15, 2003 with the exception of Article XII, Health Insurance.

Article XVII

MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable law and regulations, subject only to the limitations imposed by the language of this Agreement:

- A. To direct employees of the school district;
- B. To hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees;
- C. To relieve employees from duty because of lack of work or for other legitimate reasons;
- D. To maintain efficiency of the school district operations entrusted to them;
- E. To determine the methods, means and personnel by which such operations are to be conducted; and
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

Article XVIII

REPRESENTATION FEE

A. Purpose of Fee

Any employee included in Article I who does not become a member of the Association during any membership year (i.e., from July 1 or September 1 to the following August 31) which is covered in whole or in part by this Agreement will be required to pay a representation fee to the Association for that membership year. The purpose of this fee is to offset the employee's per capita cost of services rendered by the Association as majority representative.

enumerated types of costs arising from or by reason of any action taken or not taken by the Board in conformance with or in attempted conformance with the agency shop or representation fee provisions.

2. The Willingboro Educational Administrators' Association and its affiliates shall be solely responsible for any costs, liabilities, refunds or charges of any type of expenses whatsoever arising from the use of the demand and return system or other appeal or challenge to the representation fee. In the event of such a situation, the Willingboro Educational Administrators' Association and its affiliates shall indemnify and hold the Board harmless from any such costs, liabilities, refunds or charges, including but not limited to reasonable counsel fees and other legal costs paid to counsel of the Board's choice that may arise out of or by reason of any such appeal or challenge.

F. In the implementation and operation of this agency fee provision the Association guarantees that it will comply with all constitutional, statutory and regulatory provisions and requirements.

Article XIX

DURATION

The provisions of this Agreement shall be effective as of July 1, 2001, and shall extend through June 30, 2004.

ATTEST:

Secretary

WILLINGBORO BOARD OF EDUCATION

By: _____
President

ATTEST:

Secretary

WILLINGBORO EDUCATIONAL
ADMINISTRATORS' ASSOCIATION

By: _____
President