# **COLLECTIVE NEGOTIATIONS AGREEMENT**

# **BETWEEN**

# THE BOARD OF EDUCATION OF THE BOROUGH OF HADDONFIELD

# **AND**

# THE HADDONFIELD ADMINISTRATORS AND SUPERVISORS ASSOCIATION

2021 - 2025



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# ARTICLE 1 – PREAMBLE and DURATION OF AGREEMENT

- A. This Collective Negotiations Agreement (the "Agreement") will be effective from July 1, 2021 to June 30, 2025 between the Board of Education of the Borough of Haddonfield (the "Board") and the Haddonfield Administrators and Supervisors Association (the "Association") (the Board and the Association collectively, the "Parties").
- B. The Parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 202, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of Association members' (the "Administrators") employment. Such negotiations shall begin after January 1 of the calendar year in which this Agreement is scheduled to expire. Any agreement so negotiated shall apply to all Administrators, be reduced to writing, be signed by the Board and the Association and be adopted by the Board and be ratified by the Association.
- C. The Board recognizes the Administrators of the Association as an integral part of a management team of the Haddonfield School District (the "District") composed of the Superintendent, the Board and the individual Administrators.
- D. If any provision of this Agreement or any application of this Agreement to any Administrator or group of Administrators 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 2 – RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive and sole representatives in a unit, which includes the following positions:

Assistant Principals;

Director of Special Education;

Director of Athletics;

Director of Technology

Principals;

Safety Coordinator and Standardized Test Supervisor; and

Chief Academic Officer

# But excluding:

Accounts Payable

**Human Resource Specialist** 

Payroll Specialist

**Assistant Business Administrator** 

**Business Administrator:** 

Foremen:

Network Administrator(s);

Superintendent and Assistant Superintendent(s);

All confidential employees;

All employees excluded by law; and

All other personnel of the Board not specifically included above, including employees represented by other negotiations units.

- B. Unless otherwise indicated, the term "Administrator" when used in this Agreement will refer to all employees represented by the Association in the negotiating unit.
- C. References to males will include females, and references to females will include males.

#### ARTICLE 3 – RIGHTS AND RESPONSIBILITIES OF THE BOARD

- A. Except as otherwise expressly limited by the provisions of this Agreement, the Board will retain sole jurisdiction and authority over matters of policy and will retain the right, in accordance with applicable laws and regulations, to:
  - 1. Take whatever actions may be necessary to carry out the mission of the District.
  - 2. Determine the methods, means, and personnel by which such operations are conducted.
  - 3. Maintain the efficiency of the District operations entrusted to them.
  - 4. Direct employees of the District.
  - 5. Hire, promote, transfer, assign, and retain employees in positions within the District.
  - 6. Relieve employees from duties because of incompetency or for other legitimate reasons.
  - 7. Suspend, demote, discharge or take other disciplinary action against employees.
  - 8. Exercise all of its rights regarding nonrenewal of non-tenured employees to the fullest extent permitted by law, any provisions in this Agreement to the contrary notwithstanding.
  - 9. Unless otherwise prohibited by state or federal law or regulation, any powers and authority not specifically referenced herein shall solely reside with the Board.

# **ARTICLE 4 – NOTICE**

Whenever any notice is required to be given by either party of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party will do so at the following address:

A. If by Association to the Board at:

One Lincoln Avenue Haddonfield, NJ 08033

B. If by Board to the Association at:

The Haddonfield School address of the Association president, or by email to the president.

# **ARTICLE 5 – NONDISCRIMINATION**

The Board and the Association will not discriminate against any person because of race, creed, color, religion, national origin, sex, domicile, marital status, ancestry, domestic partnership status, affectional or sexual orientation, gender identity or expression, genetic information, disability or atypical hereditary cellular or blood trait of any individual, or because of liability for service in the armed forces of the United States, nationality, or membership or non-membership in the Association.

# **ARTICLE 6 – ADMINISTRATOR RIGHTS**

- A. Whenever any Administrator is required to appear before the Superintendent, the Board, a Board committee, or Board member concerning any matter which could adversely affect the continuation of that Administrator in his/her office, position or employment, salary, or any increments pertaining thereto, then he/she will be given prior written notice of the reasons for such meeting or interview, and will be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.
- B. Any tenure charge filed against a tenured staff member for either: 1) incapacity, unbecoming conduct or other just cause; or 2) inefficiency, shall proceed in accordance with N.J.S.A. 18A:6-10 through N.J.S.A. 18A:6-25, and the New Jersey Administrative Code, N.J.A.C. 6A:3-5.1 et seq.
- C. Pursuant to Chapter 123, Public Laws of 1974, the Board and the Association hereby agree that every Administrator will have the right to freely organize, join, and support the Association and its affiliates.
- D. Nothing contained herein will be construed to deny or restrict to any Administrator's rights he/she may have under New Jersey school laws or other applicable laws and regulations.

# ARTICLE 7 – SAVINGS CLAUSE

- A. Except as this Agreement will otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to Administrators covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, will continue to be so applicable during the term of this Agreement.
- B. This Agreement will not be modified, in whole or in part, by the Parties except by an instrument in writing duly executed by said Parties.

# ARTICLE 8 – ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association and the New Jersey Principal and Supervisors Association will be permitted entry to school property at reasonable times for the purpose of necessary Association activities, provided that they will not interfere with or interrupt normal school operations. In the event that the representative involved is also an employee of the Board, release from his/her regularly assigned duties will be permitted so long as it will not interfere with the orderly operation of the District. Release will be without pay unless said release is agreed to by the Superintendent or designee. No work involving the internal operation of the Association will be performed by Board employees during working hours.

- B. The Association and its representatives will have the right to use school buildings in accordance with Section A, above, at reasonable hours for meetings. The Association will submit a "Use of Property Request" or other designated form through the Superintendent or designee in advance. Approval will be granted provided that there are no conflicts with the school schedules, and provided that it does not interfere with or interrupt normal school operations.
- C. The Association will have the right to use school facilities and equipment including, computers, emails, servers, fax machines, mailboxes, telephones and duplicating equipment at reasonable times when such equipment is not otherwise in use. The Association will pay for the reasonable cost of all materials and supplies incident to such use, as well as, the cost of repairs made necessary by such use.
- D. The rights and privileges of the Association and its representatives, as set forth in this Agreement, will be granted only to the Association as the exclusive representative of the Administrators and to no other organization representing any portion of the unit or potential member of the unit.
- E. The Board agrees to make available to the Association in response to reasonable requests from time to time, all available public information concerning the financial resources of the district including, but not limited to: annual financial reports and audits, agendas and minutes of all Board meetings and such other information that is in the public domain. Materials the Board determines too costly to collect or reproduce shall be made available to the Association upon payment of the cost to collect or reproduce.

#### ARTICLE 9 – GRIEVANCE PROCEDURE

A. A "grievance" is a dispute or difference between the Board and the Association, or the Administrators represented by it, with respect to the interpretation, application, or violation of this Agreement and administrative decisions affecting the Administrators. A grievance must be filed within twenty (20) calendar days of when the grievant knew or should have known of its occurrence.

The purpose of this procedure is to secure at the lowest possible level equitable solutions to problems that may arise affecting Administrators. Both Parties agree that proceedings will be kept informal and confidential at every level of the procedure. This procedure is meant to be the sole and exclusive remedy for resolving disputes between the Parties.

Nothing herein contained shall be construed as limiting the right of any Administrator having a grievance, to discuss the matter informally with any appropriate member of the central administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

# B. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to

expedite the process. The time limits specified may, however, be extended by mutual agreement.

- 2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall be deemed a rejection of the grievance and permit the aggrieved Administrator to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 3. To the extent applicable, in the event a grievance is filed that cannot be processed through all steps of this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm, the time limits set forth shall be reduced as much as practicable, so that the grievance procedure may be completed by the end of the school year.

# C. Procedure

# 1. Level One:

A grievant must submit a grievance in writing to the Superintendent or designee within ten (10) work days of when the grievance knew or should have known of its occurrence. The Superintendent or designee shall provide a response to the grievance in writing within ten (10) work days of receipt of the grievance by the Superintendent or designee.

# 2. <u>Level Two</u>:

If the grievance is not satisfied with the decision of the Superintendent or designee or if no decision has been rendered within twenty (20) work days after it is presented to the Superintendent or designee, the grievance may be submitted to the Board. The Board or a subcommittee of the Board will provide a response to the grievance in writing within thirty (30) calendar days after receipt of the grievance by the Board. The decision of the Board shall be final and binding upon the Parties.

# D. Miscellaneous

- 1.No Administrator will be disciplined, reprimanded, or reduced in compensation without just cause.
- 2.All documents, communications, and records dealing with the grievance will be filed in a separate grievance file, and will not be kept in the personnel file of any of the participants. This does not include any discipline imposed against an Administrator.
- 3.No reprisals of any kind will be taken by the Board, or by any member of the central administration, against any party of interest, any representative, any member or the Association, or any other participant in the grievance procedure by reason of such participation.
- 4. Grievance meetings will be held without causing loss of pay to the Administrators.
- 5.Decisions rendered in the grievance procedure shall be in writing setting forth the decisions and the reasons for the decision and shall be provided to the grievant and the Association.

6. Any aggrieved person may be represented at all levels of the grievance procedure, at the grievant's option, by a representative Association member selected or approved by the Association.

# ARTICLE 10 – ASSIGNMENT AND TRANSFERS

- A. Non-tenured Association members shall be provided notification of their employment contract status for the ensuing year no later than May 15<sup>th</sup> of each year.
- B. <u>Administrator Assignment</u> All Administrators employed at the beginning of the school year shall be given written notice of their assignment for the forthcoming years as soon as it is known. In the event of a change(s) in an Administrator's assignment, the Association and the Administrator(s) affected shall be notified promptly in writing.
- C. 1. Notice of an involuntary transfer will be given to the Administrator as soon as practicable. A list of open positions in the District will be made available to any Administrator being involuntarily transferred. That Administrator may request a position or positions to which he/she desires to be reassigned. The final determination as to the request will be made by the Superintendent and, to the extent applicable, subject to Board approval.
  - 2. Except in the case of an emergency, an Administrator being transferred involuntarily will have, at the Administrator's request, the right to a conference with the Superintendent or designee, prior to the effective date of the transfer, if practicable.

# ARTICLE 11 – EVALUATIONS & PERSONNEL FILE

#### A. Evaluations

- 1. All evaluations shall be in accordance with applicable law.
- 2.All monitoring or observation of the work performance of an Administrator shall be conducted openly and with full knowledge of the Administrator. The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited for the purpose of Administrator evaluations only as described in this Article.
- 3.Administrators shall be given a copy of any evaluation report prepared by evaluators at least one (1) day in advance, when possible, or any conference to discuss said report. No such report shall be submitted to the central office, placed in the Administrator's file or otherwise acted upon without prior conference with the Administrator. No Administrators shall be required to sign a blank or incomplete evaluation form.

# B. Personnel File.

1.Administrators shall have the right, after giving reasonable notice, to review the contents of their personnel file in the presence of the Superintendent and/or designee, and to receive copies of any documents contained therein. An Administrator shall be entitled to have a representative of the Association accompany him during such review. At least once every three (3) years, an Administrator shall have the right to indicate those documents he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or

his designee and if, in fact, the Superintendent agrees that they are obsolete or otherwise inappropriate to retain and the Board so authorizes (as per Board policy), they shall be destroyed. Disputes regarding this subsection will be subject to the grievance procedure.

2.No material derogatory to an Administrator's conduct, service, character or personality shall be placed in his personnel file unless the Administrator has had an opportunity to review the material. The Administrator shall acknowledge that he has had the opportunity to review such materials by affixing his signature to the copy to be filed with the express understanding that such signature in so way indicates agreement with the contents thereof. The Administrator shall also have the right to submit a written answer to such material and his answer shall be received by the Superintendent or designee and attached to the file copy.

# ARTICLE 12 – PROFESSIONAL DEVELOPMENT

- A. The Board shall reimburse Cost and Expenses, subsequent to the presentation of required receipts and invoices, for the following:
  - 1. Conventions and meetings for professional development and improvement, with prior approval of the Superintendent, \$2,500 for each Administrator up to a maximum of 12,000 for the unit.
  - 2.Dues for membership in any two professional organizations related to the Administrator's present position not to exceed \$1,250 per year per unit member.

#### B. Tuition Reimbursement

- 1. In order to encourage Administrators to pursue academic improvement, the Board agrees to provide reimbursement of tuition at a fully accredited academic institution to members of the Association at an amount not to exceed an individual total of \$5,000.00 per academic school year (July 1 through June 30) up to a total maximum of \$15,000 for the entire unit, so long as the Administrator is enrolled and matriculated in a graduate program at a duly accredited institution of higher education, as required by N.J.S.A. 18A:8-8.5. In order to be eligible for reimbursement, the written approval of the Superintendent must be obtained in advance of enrollment in any course, the course/graduate level program taken must be related to the Administrator's current or future job responsibilities, and the Administrator must receive a grade of a "B" or better in each course for which reimbursement is sought. An official transcript bearing the institution of higher education's seal, and a receipt of the amount to be paid, along with a voucher, must be submitted to the Superintendent for payment. Denials of approval may be appealed to the Board and the decision of the Board shall be final and binding.
- 2. All tuition reimbursements shall be consistent with applicable statutory and regulatory requirements.
- C. Only Administrators who have been employed by the Board for more than one year may participate in the tuition reimbursement program. Continued employment in the District for two years beyond the date of reimbursement is a prerequisite for retaining reimbursement, except where the Administrator is terminated due to reduction in staff or is recommended for non-renewal. Any Administrator that fails to maintain such continued employment in the District shall repay the Board one hundred percent (100%) of the tuition reimbursement received; however, this repayment may

be waived due to exigent circumstances as determined by the Superintendent. If the Board is required to resort to legal action to recover these tuition monies, the Administrator shall be required to reimburse the Board for the legal fees it incurred in such a collection action.

#### ARTICLE 13 – SICK LEAVE

Each twelve-month (12) Administrator will be entitled to twelve (12) sick leave days per year for his/her own illness or injury. Each ten-month (10) Administrator will be entitled to ten (10) sick leave days per year for his/her own illness or injury. Unused days accumulate from year to year without limit. Each Administrator will receive written or electronic notice of the number of sick days he/she has accumulated no later than September 15 of each school year.

# **ARTICLE 14 – VACATION LEAVE**

Twelve (12) months Administrators shall be entitled to twenty (20) vacation days annually. Vacation day requests shall be subject to the approval of the Superintendent or designee. It is recognized that long, continuous vacations during the school year can have a negative effect on the functioning of administrative responsibilities. The preference, therefore, is that Administrators schedule vacation of five (5) or more consecutive days during the summer months or other times when schools are closed. Administrators shall be permitted to carry over a maximum of ten (10) unused vacation days per year. Any vacation days carried over from a prior school year, must be used in the next school year or they will be forfeited. Upon termination of employment, the Board shall compensate employees for accrued, unused vacation days at their current per diem rate. For employees whose employment is terminated prior to the end of the school year, they will be compensated for their unused, accrued vacation according to the proportion of full months worked during that school year to the total contracted school year.

#### ARTICLE 15 – LEAVES OF ABSENCE

Each Administrator may receive the following noncumulative leaves of absence, in addition to sick leave, with pay each year. Administrators working fewer than nine months during a contract year and/or fewer than five days per week will be eligible for a prorated portion of the personal leave benefit.

# A. Personal Leave Days

- 1.Up to a total of three (3) days leave per contract year will be granted for personal business. Personal days unused as of the end of the work day on June 30 will, at the Administrator's option, be credited either as sick leave days or paid out at a rate of \$60 per day. However, the conversion of personal leave to sick leave remains subject to N.J.S.A. 18A:30.1 *et. seq.* limitation of carrying over no more than fifteen (15) sick days per year.
- 2.Personal leave shall be limited to legal, family or personal matters which necessitate the Administrator's absence. If the Personal leave request would extend a scheduled school holiday or break, each day will be charged as two days. The Superintendent may, in his/her discretion, grant a waiver from the "two days for one day" provision.
- 3.Application for approval of leave of absence will usually be made five (5) days in advance by the Administrator to the Superintendent or designee. In an emergency, a personal day application may be completed upon return to work. The Board will permit days for absence for personal business to be taken without describing the details of the reason, but with requirements to

complete the "Request for Temporary Leave" form.

4. Twelve-month (12) Administrators who use two (2) or fewer personal days will be granted a total of four (4) personal days in the following contract year.

# B. **Bereavement Leave**

- 1.In the event of a death of an Administrator's spouse or child, up to ten (10) paid days of leave of absence will be granted.
- 2.In the event of the death of an Administrator's immediate family member other than a spouse or child the Administrator will be allowed a leave of absence of five (5) paid days. One (1) day a year will be granted in the event of the death of an Administrator's friend or relative outside the Administrator's immediate family as defined below.
- 3. "Immediate Family" shall include spouse, partner, child, grandchild, father, mother, father-in-law, mother-in-law, stepfather, stepmother, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandparent of Administrator or spouse, or any member of the Administrator's immediate household excluding roommates.
- 4. Any request for extension of the leave of absence will be considered by the Superintendent of Schools considering the circumstances.
- C. Serious Illness in Immediate Family: Any day for serious illness in the immediate family unused as of the end of the work day on June 30 will, at the Administrator's option, be credited either as sick leave days or paid out at a rate of \$60 per day. In the event of serious illness in the Administrator's immediate family, as defined above, the Administrator will be allowed a leave of up to three (3) paid days per year. Any request for extension of the leave of absence will be considered by the Superintendent considering the circumstances. The conversion of personal leave to sick leave remains subject to N.J.S.A. 18A:30.1 et. seq. limitation of carrying over no more than fifteen (15) sick days per year.

# D. Disability/Childbirth Leave

- 1. An Administrator who becomes disabled due to injury, illness, childbirth, or pregnancy will notify the Superintendent as soon as practicable after the reason for the disability becomes known, and report the period of time it is estimated that the Administrator will be unable to perform his/her duties due to the disability.
- 2. The Board may request that an Administrator on disability leave provide the Board with medical certification from the Administrator's treating physician. Also, if the Board elects, it may ask the Administrator to be examined by a physician of his/her choosing.
- 3. Whenever possible, the Board will be notified at least six (6) weeks prior to the commencement of the leave and will be informed of the date of return to active status.
- 4. All leaves of absence due to disability (injury, illness, pregnancy, childbirth) will conform to the requirements of current state and federal statutes.

# E. Extended Unpaid Leaves of Absence

- 1. The Administrator will make a written application for leave, stating the date on which the leave is to begin and the estimated date on which leave is to terminate.
- 2. Unpaid leaves of absence will conform to the requirements of current state and federal statutes.
- 3. When a leave has been granted, the Board cannot guarantee upon return to work that the Administrator will be assigned to the same building, class, room, or grade the Administrator was assigned before the leave.
- 4. Unused accumulated sick leave and personal days will be restored to the Administrator upon return from leave of absence. Sick/personal days, continuous service credit for tenure, and other purposes will not accrue during leave of absence.
- 5. The Board will not be required to continue the leave of absence of the non-tenured Administrator beyond the school year for which he/she was hired, or to offer tenure, or a new contract to a non-tenured Administrator.

# F. Military Leave

- 1.To the extent required by law, military leave without pay will be granted to any Administrator who is inducted or enlists in any branch of the armed forces of the U.S.A. for the period of said induction or initial enlistment. All rights and benefits accrued will be protected under the N.J. Statutes 18A:6-33 and 18A:29-11. These laws are titled "Tenure, Pension and Other Employment Rights in Military and Naval Services." (N.J.S.A. 18A:29-11).
- 2.To the extent required by law, any Administrator who is a member of the organized State Militia will be entitled to a leave of absence not to exceed ninety (90) days per year. An Administrator will not suffer loss of pay or seniority during the time in which he/she is engaged in militia duty ordered by the Governor of the State of New Jersey.

# G. Child-Rearing Leave/Natural Childbirth/Adoption

- 1.An Administrator with fewer than four (4) years of working experience in the District will be granted a child-rearing leave, without pay, in accordance with applicable law and for the remainder of the current school year in which the child is born or adopted if the leave exceeds the leave provided for by applicable law.
- 2.An Administrator with more than four (4) years of consecutive experience in the District will be granted a child-rearing leave, without pay, in accordance with applicable law and for the remainder of the current school year in which the child is born or adopted, and may request up to one (1) additional school year immediately thereafter. The Administrator must indicate the length of leave when the initial request is made. An Administrator's return to work will be decided in accordance with the parameters of applicable law, including, but not limited to the Family Medical Leave Act and the New Jersey Family Leave Act. An earlier return will be allowed at the discretion of the Superintendent.
- 3. Nothing in the above language, Section H-2, will prevent an Administrator with more than four

- (4) years of consecutive experience, and the Board agreeing that the Administrator may return on other than the beginning of the school year.
- 4.In order to receive such a leave under Sections H-1 or H-2 above, the Administrator must apply in writing at least ninety (90) days before its commencement. In the case of adoption, since the date of custody cannot be predicted in all cases, notice will be given in writing at least ninety (90) days prior to the anticipated date of custody, if possible, and if not, as soon as practicable.
- 5.No Administrator on child-rearing leave will, on the basis of the leave, be denied the opportunity to substitute in the District in his or her area of certification or competence.
- H. **Jury Duty:** An Administrator summoned for jury duty will give notice thereof to his/her building principal as soon as possible after receiving the summons. During the term of duty, he/she will be paid his/her regular pay, and will turn over all pay received for jury duty to the Board.
- I. Other Leaves of Absences: Other extended leaves of absence without pay may be granted by the Board on the recommendation of the Superintendent.
- J. **Extensions and Renewals:** Extensions or renewals of leaves of absence may be granted by the Board consistent with the law or its discretion.

# ARTICLE 16 – COMPENSATION & FRINGE BENEFITS

A. The minimum and maximum base salaries of all Administrators shall be as follows:

<u>Position</u>	Salary Min	Salary Max*
Directors (Director of Special Education, Director of	\$120,350	\$174,740
Technology, and Chief Academic Officer)		
Elementary School Principal	\$103,750	\$150,663
Middle School Principal	\$107,900	\$156,663
High School Principal	\$120,350	\$174,740
Assistant Principal	\$97,600	\$144,612
Supervisors (Athletic Director and Safety	\$97,600	\$144,612
Coordinator and Standardized Test Supervisor)		

B. If a twelve month employee is employed on or before January 15th in the school year, the employee will receive the negotiated salary increase for the next school year. If the employee is not employed until after January 15th, the employee will not receive the negotiated salary increase for the next school year.

- C. The salary of the Administrator shall be paid semi-monthly through the District's "Direct Deposit of Paychecks" on the fifteenth and the last day of each month.
- D. When a payday falls on or during a school holiday, vacation or weekend, Administrators shall receive their paychecks on the last previous working day.
- E. The starting salary for all Administrators shall be negotiated at the time of hiring with the individual employee. The only requirement for the determination of salary is that the new Administrator fall within the appropriate salary guide range and the salary be commensurate with their experience.

# F. Payment for Unused Sick Leave

1.Payment for unused sick days will be made within 60 days of the date of retirement according to the following schedule:

Fewer than 15 years: \$35 15-19 years: \$45 20 or more years: \$50

- 2.Retirement is defined as terminating employment and applying for monthly pension payments from T.P.A.F. or P.E.R.S. when applicable.
- 3.Upon the death of the Administrator, all accumulated sick and personal day revenue will go the estate of the deceased.
- 4. Payment for unused sick leave will be capped at \$15,000.
- 5.Retiring Administrators will receive payment for unused sick leave no later than 60 days after their effective date of retirement.
- G. <u>Mileage Reimbursement</u> An Administrator who, with advance approval of the Superintendent or designee, uses his/her automobile in the performance of duties will be reimbursed at the New Jersey Office of Management and Budget approved rate.
- H. <u>Administrator Tuition Student Discount</u> Administrators covered by this Agreement and not living in the District may enroll their children as tuition students at 25% of the regular tuition rate if the receiving Superintendent determines that an appropriate program and classroom space are available, and the student's academic and conduct records are acceptable. The student must also meet the district's admission criteria and be approved by the Superintendent.
- I. <u>Cellular Telephones</u> Due to the organization's expectation of availability of administrators to address issues as they arise, including responding to emails and calls beyond working hours, each administrator will receive a district-issued cellular telephone. Alternatively, the Administrator may choose to utilize his/her personal cellular telephone and receive a monthly reimbursement of \$50.00 to offset the cost of the professional use of this telephone.

# **ARTICLE 17 – MEDICAL INSURANCE**

A. The Board will provide a policy of insurance for basic hospitalization, surgical and major medical insurance for all full-time Administrators and dependents. The current base medical insurance plan is the School Employee Health Benefits Program, New Jersey Direct 15 Plan. The Board and the Administrator will assume their respective share cost of health insurance protection premiums for each Administrator and the Administrator's dependents for each contract year at the Tier 4 P.L. 2011, Ch. 78 contribution percentages. The Board will provide to all Administrators a description of health care insurance coverage provided hereunder. This shall contain a description of the conditions of the coverage's and the individual limits thereof.

The Administrator's contribution will be deducted from his/her monthly salary. The above coverage will be provided for each Administrator and his/her dependents for whom the Administrator will apply, and who are eligible for such coverage.

In addition, the Board will provide a high deductible health plan option. In the event that the employee chooses the high deductible plan, the Board will reimburse the employee half (1/2) of the deductible amount.

- B. The Board will provide a dental plan that includes a DMO option and a benefits schedule of 100-80-75 percent of usual and customary fees for the current contract code up to a maximum of Fifteen Hundred Dollars (\$1,500) per year.
- C. The Board, pursuant to a Section 125 Cafeteria Plan, will set up a Flexible Benefits Spending Account ("FSA") for each Administrator.
  - 1. The Board's annual contribution will be Six Hundred Dollars (\$600) per Administrator to be used in accordance with the terms of Section 125 Cafeteria Plan. The Board will pay all administrative costs associated with setting up and managing the plan and each Administrator's FSA.
  - 2. Any monies in the District's flexible spending account which remain at the end of the plan year will revert in their entirety to the district.
  - 3.The Parties agree that if a statute or regulation prohibits the Board from contributing more than Five Hundred Dollars (\$500) to eligible Administrators' flexible spending accounts, then the contractual amount for the FSA will be (\$500) and the Board will pay each eligible Administrator a \$100 off-guide payment. If administrators choose the high deductible plan, they will not be eligible for the flexible spending account contribution from the Board.
- D. Long Term Disability

The Board will provide long term disability coverage as provided for in the current Hartford Group Plan.

- E. The Board will comply with the statutory requirements of the Consolidated Omnibus Reconciliation Act (hereinafter "COBRA") for purposes of continued health benefit coverage after a qualifying event.
- F. Incentives

1. Administrators who certify and provide proof that they have duplicate health coverage will have

the option to withdraw from coverage provided by the Board, and be entitled to a taxable cash payment according to the chart below. This cash payment will be in the form of a stipend payable on the last day of the yearly benefit period or on a prorated basis at termination of employment. Administrators will have the option of applying any or all of the money to their individual Flexible Benefits Spending Account. In accordance with IRS rules, this election must be made at the beginning of the plan year during the annual open enrollment period.

- 2.Administrators who have a change in status described by the plan as a qualifying life event (e.g., marriage or divorce of a covered Administrator, birth or adoption of a covered Administrator's child, death of a spouse or child of a covered Administrator, or loss of group insurance by a covered Administrator's spouse) will be entitled to reenroll in the health plan during the plan year, provided the Administrator gives the Board notice of change in status within 30 days of the change. Otherwise, all elections for the cash option will be in effect for the entire twelve (12) month benefit period. A return to the benefits plan for reasons other than one of the detailed status changes is subject to the terms and conditions of the plan's carrier.
- 3. Any Administrator who elects to change his/her health plan status as indicated herein will be paid as follows:

CURRENT		CHANGE	INCENTIVE
Husband/Wife	to	Single	\$1,000
Family	to	Parent/Child	\$1,200
Family	to	Husband/Wife	\$1,000
Family	to	Single	\$2,000
Parent/Child	to	Single	\$1,000
Husband/Wife	to	None	\$2,000
Parent/Child	to	None	\$1,800
Family	to	None	\$2,500
Single	to	None	\$1,000

The Parties will create a mutually agreed upon meeting schedule commencing within 60 days of the ratification of this agreement. The Parties further agree that the committee shall make written recommendations to the Board and the Association regarding possible future health benefit changes.

# **ARTICLE 18 – WORK YEAR**

- A. Administrators will follow the same work calendar as the teaching staff during the school year, but not the same work day as teachers.
- B. Summer Hours: Summer hours are a reduction in the number of hours an

Administrator may be required to work in the summer. Summer hours are at the sole discretion of the Superintendent. In the event that the Superintendent provides for summer hours for Administrators, the Superintendent will determine the summer hours and notify the Association no later than April 1<sup>st</sup>.

C. Administrators understand and acknowledge that their positions do not have defined hours or work days and they are expected to meet their professional responsibilities to perform their job duties, which may require work beyond their normal work hours or work days to meet their professional responsibilities.

# **ARTICLE 19 - RESIGNATION AND TERMINATION NOTICE**

Administrators resigning from a position will provide the Board with thirty (60) days advance written notice.

# ARTICLE 20 – DURATION OF THE AGREEMENT

A. This Agreement shall be effective July 1, 2021 and shall continue in effect until June 30, 2025, subject to the Association's right to negotiate a successor Agreement as provided in Article 2. This Agreement shall not be extended verbally and it is expressly 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 written above.

THE BOARD OF EDUCATION OF THE BOROUGH OF HADDONFIELD, IN THE COUNTY OF CAMDEN, NEW JERSEY

By:	
·	, Board President
Attest:	
By	
, Board Secretary	

HADDONFIELD ADMINISTRATORS AND SUPERVISORS ASSOCIATION

By:		
•		

D	esident	
Pre	eident.	
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	Attest:			
Bv:				