

Certification


I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 7/1/2018 thru 6/30/2020.

Employer: Salem City Board of Education

County: Salem

Date: 1/4/2019

Name: Herbert Schectman
Print Name

Title: School Business Administrator

Signature

New Jersey Public Employment Relations Commission
NON-POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: County:

2 Employee Organization: Number of Employees in Unit:

3 Base Year Contract Term: New Contract Term:

SECTION II: Type of Contract Settlement (please check only one)

4 Contract settled without neutral assistance

5 Contract settled with assistance of mediator

6 Contract settled with assistance of fact-finder

7 Contract settled with assistance of super-conciliator

8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?
 Yes No

SECTION III: Salary Base

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$

10 Longevity Costs in Base Year \$

11 Total Salary Base \$

SECTION IV: Salary Increases for Each Year of New Agreement*

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<input type="text" value="7/1/18"/>	<input type="text" value="7/1/19"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
13 Cost of Salary Increments (\$)	<input type="text" value="0.00"/>	<input type="text" value="0.00"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
14 Salary Increase Above Increments (\$)	<input type="text" value="28441."/>	<input type="text" value="31290."/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15 Longevity Increase (\$)	<input type="text" value="0.00"/>	<input type="text" value="0.00"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
16 Total \$ Increase (sum of lines 13-15)	<input type="text" value="28,441."/>	<input type="text" value="31,290."/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
17 New Salary Base (\$)	<input type="text" value="1,002,139."/>	<input type="text" value="1,033,429."/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18 Percentage Increase over prior year	<input type="text" value="2.9"/> %	<input type="text" value="3.1"/> %	<input type="text"/>	<input type="text"/>	<input type="text"/>

**If contract duration is longer than five years, please add an additional page.*

SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items*

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
20	Totals(\$):						

**If contract duration is longer than five years, please add an additional page.*

SECTION VI: Medical Costs

	Base Year	Year 1
21 Health Plan Cost	\$115,675	\$127,658.
22 Prescription Plan Cost	\$33,529.	\$37,002.
23 Dental Plan Cost	\$2917.	\$2917.
24 Vision Plan Cost	\$0	\$0
25 Total Cost of Insurance	\$152,405.	\$168,193.
26 Employee Insurance Contributions	\$34,689.	\$38,283.
27 Employee Contributions as % of Total Insurance Cost	22.8 %	22.8 %

Section VI: Medical Costs (continued)

28 Identify any insurance changes that were included in this CNA.
 Health waiver percentages are reduced from 40% to 30% in the final year of the agreement.

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name: Herbert Schectman

Position/Title: School Business Administrator

Signature: *Herbert Schectman*

Date: 1/4/19

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
 Conciliation and Arbitration
 PO Box 429
 Trenton, NJ 08625
 Phone: 609-292-9898

Revised 8/2016

**SALEM CITY BOARD OF EDUCATION
COLLECTIVELY NEGOTIATED CONTRACT
BETWEEN THE SALEM CITY BOARD OF EDUCATION
AND
THE SALEM CITY ADMINISTRATORS'
AND SUPERVISORS' ASSOCIATION**

FOR THE CONTRACT YEARS:

JULY 1, 2018 – JUNE 30, 2020

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ARTICLE I

MEMBERSHIP

A. Unit Membership

In accordance with Chapter 123, Public Law of 1974, the Board recognizes the Salem City Administrators' and Supervisors' Association, hereinafter known as "The Association," as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all certified administrative personnel whether under contract, on leave, on a per diem basis, employed, or to be employed by the Salem City Board of Education, hereinafter known as "The Board," including only: High School Principal, High School Vice-Principal, High School Vice Principal/Athletics and Student Activities, Middle School Principal, Middle School Vice-Principal, Middle School Vice Principal, Elementary Principal, Supervisor of Early Childhood, Director of Special Services, Supervisor of Literacy/SS PreK-12, and any new administrative title established by the Board.

B. Definitions

For purposes of clarity, the term "employee" when used in this contract shall refer to all unit members in the unit defined in paragraph "A" of this Article. Reference to one gender shall include the other gender unless expressly stated.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all mandatory matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall begin no later than November 1 and no earlier than October 15 of the calendar year preceding the calendar year in which this Agreement expires.

B. Negotiating Team Authority

Neither party in any negotiations shall have control over the selection of the negotiating 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 the proposals and make counter proposals in the course of negotiations; however, all agreements reached are tentative and non-binding until ratified by a vote of the full Association membership and by a vote of the full Board of Education at a public meeting.

C. Modification - Understanding of Parties

1. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or

contemplation of either or both of the parties at the times they negotiated or executed this Agreement.

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

D. This agreement shall be effective as of July 1, 2018 and shall continue in effect until June 30, 2020 subject to the Association's right to negotiate over a successor agreement, as provided herein.

ARTICLE III

GRIEVANCE PROCEDURES

A. Definition

The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decision, board policy, or state statute affecting a member or group of members.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions of the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Filing a Grievance

A grievance may be filed by an individual member, group of members or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within ninety (90) calendar days of the happening of the event.

2. Failure to Communicate a Decision

Failure at any step to communicate a decision on a grievance within the specified time limitation shall constitute acceptance of a grievance as sustained at the step below. Failure to appeal an answer which is unsatisfactory within the specified time limitations shall be deemed to constitute an acceptance of such response as dispositive.

3. Informal Attempt to resolve a Complaint

An individual who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial

discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of the Association within fourteen (14) calendar days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

4. Level One – Immediate Superior

If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within seven (7) calendar days, he shall set forth his grievance in writing to the immediate superior, specifying:

- a. The nature of the grievance;
- b. The nature and extent of the injury, loss or inconvenience;
- c. The result of the previous discussion;
- d. His dissatisfaction with the decision previously rendered.

The immediate superior shall communicate his decisions to the grievant in writing within seven (7) calendar days of receipt of the written grievance.

5. Level Two - Superintendent of Schools

The grievant, no later than seven (7) calendar days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate superior and his dissatisfaction with the decisions previously rendered, as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days. The Superintendent shall communicate his decision in writing to the grievant and the immediate superior. If the grievant is a principal or higher ranking member of the unit who filed the grievance with the Superintendent at level one, then level two shall be bypassed and any appeal goes directly to level three.

6. Level Three - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he no later than seven (7) calendar days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant and render a decision in writing within thirty-five (35) calendar days after the next regular Board meeting following the receipt of the grievance by the Board.

7. Level Four - Advisory Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to advisory arbitration shall be given to the Board through the

Superintendent with fourteen (14) calendar days after the receipt of the decision which is being appealed.

The Arbitrator shall limit himself to consideration of issues alleging actual violations of expressed written provisions of this contract and shall not add to, delete from or modify the expressed written provisions of this contract in any way. The decisions of the arbitrator shall be advisory to the parties only and in no way whatsoever shall it have any binding or compulsory effect upon the Board.

Unless provided otherwise herein, the arbitrator shall be selected, the hearing conducted and decisions issued pursuant to the Public Employment Relations Commission's rules on arbitration.

8. Right to Representation

Rights of employees to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option by (a) representative(s) and/or an attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall be notified, at the time of submission of the grievance to the Superintendent, or at any later level, that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

9. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

10. Meetings and Hearings

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

11. Time Limits

The time limits contained herein are mandatory and jurisdictional. Failure to initiate a grievance or appeal it in accordance with these time limits shall constitute an acceptance by the grievant and any other possible grievant.

Failure to answer at any step by management shall initiate the right of the grievant to appeal to the next step of the procedure as of the day on which the answer first becomes overdue.

D. Costs

The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally. Any other costs shall be borne by the party incurring them.

Where, however, the grievant elects to proceed without the Association's concurrence, the costs shall not be borne or shared by the Association.

Time lost by any grievant and/or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

ARTICLE IV

SUPERVISORY EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Laws of 1974, the parties hereby agree that every unit member shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations, or to refrain from all part of such activity.

B. Nothing contained herein shall be construed to supersede or waive any expressed statutory provision which is specifically applicable to either party.

C. No employee shall be disciplined without a legal reason. Any such action asserted by the Board shall be resolved through the parties' collective negotiated grievance procedure and shall be in full compliance with the law.

ARTICLE V

RIGHTS AND PRIVILEGES

A. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property at the end of the work day provided that this shall not interfere with or interrupt normal school operations.

B. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment incident to such use.

ARTICLE VI

EVALUATION PROCEDURES

A. Copies of Reports

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an employee's personnel file without the employee's signature. Further, each employee shall receive a copy of each written evaluation.

B. Right of Employee to Respond

A. conference shall be arranged between the evaluator and the employee as soon as practical after receipt of a written evaluation by the employee in compliance with NJAC 6:3-1.21. At such time, the employee is entitled to have his/her response to the evaluation heard and appended to the evaluation report.

C. Notice of Contract Renewal

Each non-tenured supervisory employee shall receive written notice, on or before April 30th of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

ARTICLE VII

LEAVES OF ABSENCE

A. Sick Leave

1. Accumulative. All full time employees shall be entitled to twelve (12) sick days for twelve (12) month employees and ten (10) sick days for (10) month employees per year. Unused sick leave shall accumulate from year to year.

2. Extended illness, leave of absence can be granted by the Board with or without pay.

B. Bereavement

Unit members shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each year.

1. Up to four (4) days per year per relative in the event of death of an administrator's spouse, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, brother or sister.

2. Up to four days (4) in the event of death of a grandchild.

3. Up to two (2) days will be granted for the death of a grandparent.

4. In the event of the death of a teacher or a student in the Salem School District, the Principal or immediate supervisor of said teacher or student may grant to an appropriate number of teachers sufficient time off to attend the funeral.

C. Professional Conferences

The Board of Education will grant permission and funding for two district administrators to attend a national conference each year upon approval of the Superintendent. An administrator must complete two full years as an administrator with the district before becoming eligible. If attendance and funding is part of a grant, these restrictions shall not be in effect upon approval of the Superintendent.

1. No administrator's conference attendance shall be funded more often than once every three years.

2. Administrators included in this clause are:

High School Principal
High School Vice Principal
High School Vice Principal/Athletics and Student Activities
Middle School Principal
Middle School Vice Principal
Middle School Vice Principal
Elementary School Principal
Early Childhood Supervisor
Director of Special Services
Supervisor

3. Reimbursement for conference expenses shall be paid by the Board of Education consistent with prevailing New Jersey accountability regulations. Reimbursement shall be made upon submission of proper receipts.

4. Administrators may attend other national conferences paid through grant funds.

5. It is agreed that during the life of this contract, members of this unit will not be reimbursed for mileage or meals of meetings and conferences.

D. Maternity Leave

Maternity leave shall be provided for disability related to pregnancy and delivery as provided by law. Child rearing leave shall be within the Board's sole discretion.

E. Other Leave Requests

The Board shall have the sole discretion to grant or deny other requests for leave of absence on a case by case basis and the grant or denial thereof shall not create a past practice.

F. The Board will comply with the federal 'COBRA' legislation with respect to health insurance continuation.

G. Benefits Upon Return of Employment

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return.

H. Extensions or Renewals

All extensions or renewals of leaves of absence shall be applied for in writing no later than three (3) months prior to the conclusion of the original leave, or March 31 of the school year of the original leave, whichever is earlier. The Board will accept or deny the request in writing.

I. Urgent Personal Business

Unit members shall be entitled to the following temporary, non-accumulative leave of absence with full pay each year. Approval of the Superintendent of Schools is required for all such leaves. In requesting temporary leave of absence for all leaves under this ARTICLE (TEMPORARY LEAVES OF ABSENCE), except Paragraph B, Section 1, employees shall make application at least three (3) school days before the date for which leave is requested, except in the case of an emergency. The Superintendent shall determine what conditions constitute an emergency.

Three (3) days leave of absence for urgent personal business which cannot be scheduled on other than work days and for personal emergencies requiring immediate attention may be granted. Extension of school holidays or beginning the summer vacation earlier or extending it later, shall not be deemed personal leave and may not be taken except in most unusual circumstances as determined by the Superintendent of Schools. Application for such leave shall be upon a form to be furnished by the Board upon which the unit member shall state the specific reason for the request for personal leave.

Unused personal days shall be accumulated from year to year in the same manner as unused sick days. These days shall convert to accumulated sick leave for use in the case of illness or for reimbursement per Section K of this Article.

J. Legal Proceedings

Time necessary for appearances in any legal proceeding connected with the unit member's employment or with the school system or in any other legal proceeding the unit member is required by law to attend, provided he/she is not a litigant in such a legal proceeding.

K. Accumulated Sick Leave Buy Back at Retirement

1. Employees shall upon retirement receive payment for all accumulated sick days at their per diem rate (1/260), the total not to exceed \$15,000.
2. The retirement payment shall be paid at any time after actual retirement, but within one calendar year. The employee shall designate the month in which he/she wishes to receive said payment.
3. Payments under this paragraph shall only be made when the unit member is actually retiring from all employment in the field of education with the then current, actual payment of a retirement pension by TPAF commencing at the time the unit member ceases their employment in the Salem City School System.

ARTICLE VIII

WORK YEAR AND VACATION

- A.** The Administrators' work year shall be as follows:
September 1 – June 30 – consistent with the established Teacher calendar.
July 1 – August 31 – fifteen (15) vacation days with protections regarding Fridays off and it counting 1:1. Hours shall be aligned with regular school day. It shall include Independence Day holiday.

1. The following fifteen (15) holidays will be subtracted from the work year:

- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Two NJEA Convention Days
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day

Three additional comp days may be requested from the Superintendent.

- B.** If school for the students is in session, or if teacher in-service is scheduled for any of these listed holidays, unit members shall work and be provided a comp day for that day.
- C.** If any of the foregoing holidays fall on a Saturday then it shall be observed respectively on the first

preceding workday, while if any of the foregoing holidays fall on a Sunday then it shall be observed respectively on the next succeeding workday.

D. The unit member's paid vacation will be subtracted from the work year.

E. All unit members holding twelve (12) month appointments shall be entitled to paid, annual vacation leave of fifteen (15) days. This leave is non-accumulative except as banking is permitted in Board policy. All vacation days will be charged against the accumulated vacation bank at a ratio of 1:1.

F. Vacation leave is to be taken in the year following the year in which it is earned, except as otherwise provided in Board policy. In the event of the death of an administrator, payment due for unused vacation earned shall be made to the estate of the deceased administrator.

G. Vacation leave entitlements shall be pro-rated for unit members who otherwise would qualify therefore, but who work less than a full year.

H. Board policies governing vacation in effect as of July 1, 2018, are fully applicable to members of this unit under this collectively negotiated contract.

I. Unit members remaining earned vacations days in excess of forty (40) on December 31st of each calendar year shall be added to the Sick Leave Bank for retirement purposes, with a maximum of 200 days.

J. Unit members who are unable to take entitled vacation days during the school year may elect to be reimbursed up to five (5) unused vacation days at their per-diem rate.

ARTICLE IX

SCHOOL CALENDAR

The Association may have the opportunity for input into the school calendar.

ARTICLE X

TRANSFERS

A. Voluntary and Involuntary transfers are a management prerogative of the Board.

B. Voluntary Transfers

1. A request will be considered if:

a. A vacancy exists.

b. The qualifications of the employee involved meet the requirements of the available

position in terms of professional preparation, experience and certification.

C. Procedure for Processing Transfer Requests

1. The request for transfer shall be submitted to the Superintendent.
2. The request shall be handled as the Superintendent deems appropriate.
3. The Superintendent shall inform the transfer candidate of the final decision in writing within sixty (60) calendar days.

ARTICLE XI

CURRICULUM DETERMINATION

- A. Proposals for curriculum change can be recommended by professionals of any level of responsibility.
- B. Final action for curriculum change is reserved to the Board.

ARTICLE XII

PROFESSIONAL DUES AND DEVELOPMENT

A. Professional Dues

Unit members shall be entitled to reimbursement for actual expenditure for professional dues To NJPSA pursuant to Board policy and shall not exceed an annual sum of nine hundred (\$950) dollars for any unit member.

B. The Board of Education recognizes the value of facilitating the ability of administrators to improve their knowledge at accredited institutions of higher learning. Administrators shall be reimbursed for the costs of graduate programs approved by the Superintendent from a shared tuition pool to be equally divided between unit members enrolled in graduate programs. The total pool shall be: \$10,000.

1. Reimbursement will be provided only for courses in which the administrator receives a grade of "B" or higher.

2. Reimbursements will not be provided from Board funds if such costs are payable from grants, Veterans Administration, or other institutions or organizations.

3. This compensation shall be made upon submission of a voucher in the months of February or July following the collegiate semester in which such courses were satisfactorily completed, if the person concerned is still an employee of the Salem Board of Education.

4. Approval of this voucher by the Principal concerned and the Superintendent will indicate approval of such study, and recommendation for payment.

5. At the time of submission, the employee shall attach to the voucher a college or university transcript and canceled check, which reflects payment to the institution for the course work taken.

C. The Board will cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction.

D. The Board or the Superintendent can require any unit member or members to take any course or courses and each unit member shall take and successfully complete any such required course. The provisions of this Article shall apply to such courses.

E. The Board of Education will pay all mentoring fees associated with administrative certification. Unit members agree to 1 year of service to the district per \$1,000 received and will be liable for Reimbursement to the district at the same rate for failing to meet this service commitment, except in Cases of RIF or non-renewal.

ARTICLE XIII

INSURANCE PROTECTION

Full Health Care Coverage

The Board agrees that during the term hereof, it will provide to the members of this unit the same health insurance benefit programs and applicable fringe benefits as extended to other professional certificated employees. The Board shall not decrease any level of health care coverage for members of this unit except as the result of negotiations between the Board and the Salem City Administrators' and Supervisors' Association.

A. The board shall provide the health care insurance protection designated below:

1. Commencing with the 2002-2003 year, the Board shall be responsible for the following health benefit costs:

(a) The equivalent cost of the NJ Plus Medical Plan Costs for the employee and eligible dependents under the NJ State Health Benefits Plan.

2. For each unit member who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31.

3. Provisions of the health care insurance program shall be detailed in master policies and contracts and shall include: all costs covered by AmeriHealth. The level of benefits as provided in the New Jersey State Health Benefits Plan shall serve as the minimum level of benefits to be provided by any carrier contracted by the Board.

B. Commencing with the 2002-2003 year, the Board shall provide the fixed dollar rate prescription plan provided by the NJ State Health Benefits Plan, which is currently a \$2/10 co-pay, but may be modified by action of the State Health Benefits Plan in the future which all staff shall contribute for the cost of insurance benefits premiums pursuant to Chapter 78, P.L. 2011, for each administrator and his/her eligible dependents.

C. The board shall provide a dental insurance plan for each unit member and his/her spouse and dependent child(ren). This plan shall be equivalent to the Delta Dental Premier Plan established and effective as of September 1, 1994, and shall be at Board's expense. The premium cost to the Board shall not exceed three hundred and fifty (\$350.00) per administrator.

D. Cash in Lieu of Benefits option

1. An otherwise eligible employee may voluntarily waive his/her entitlement to insurance protection benefits coverage under this Article XXVIII of the collectively negotiated agreement.

2. Each employee who does so waive such coverage shall receive forty (40%) percent (for the first year and the second year will be established at 30%) of the actual insurance premium savings, which the Board would otherwise be required to pay, as a result of that waiver. For health insurance coverage, the traditional plan and the coverage level which the employee would be qualified for from the basis for comparison. Pro-rata savings shall result in pro-rata reimbursement.

3. To be eligible, an employee must demonstrate the current existence of equivalent applicable insurance coverage, and provide a copy of the applicable insurance card documenting the existence of such coverage.

4. Payment shall be divided into two periods during the year. These periods respectively include the entitlement for the time from January 1 through June 30, and from July 1 through December 31.

5. To be eligible, the employee shall annually complete the "Waiver of Health Benefits" form and file it with the School Board Secretary/School Business Administrator.

6. Re-enrollment shall be in accordance with the insurance provider's rules at the time re-enrollment is desired, or COBRA requirements, whichever controls, unless one, of the following events of hardship is the immediate cause of the request for re-enrollment.

(a) Termination of employment which provided the equivalent alternative coverage. Proof of termination of benefits is required.

(b) Change in marital status limited to death, legal separation through legal decree, divorce, with proof of change and termination of benefits required.

c. Termination of eligibility for equivalent alternative coverage of spouse, other than through voluntary action of spouse or employee. Proof of non-voluntary termination required.

7. This agreement will only be activated if the following conditions are met:

a. The district establishes the appropriate IRS Section 125 plan through which to provide payment.

b. The New Jersey State Gross Income Tax Law is amended to protect those who choose health coverage from tax liability.

c. The Association and the Board are fully satisfied there would be no tax exposure under any state or federal or any IRS tax regulation as a result of implementing this benefit to those who choose a health insurance plan benefit.

In addition, any employee who has waived all of his/her health benefit coverages will not be required to complete a Statement of Health (proof of insurability) to restore coverages during either the open enrollment period or pursuant to one of the above listed events of hardship.

ARTICLE XIV

PROTECTION OF EMPLOYEE AND PROPERTY

Unsafe and Hazardous Conditions

Unit members shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their safety. In the event that a unit member believes that a situation covered by this provision exists, that unit member shall immediately inform the Superintendent orally and confirm such information in writing at the earliest possible opportunity with a copy to the Superintendent and the Board. Until and unless the Board decides otherwise, the Superintendent shall make the final decision as to the existence and nature of the alleged condition.

ARTICLE XV

DEDUCTIONS FROM SALARY

The Board agrees to make salary deductions for Association dues as authorized by law and as directed by any unit member.

ARTICLE XVI

MISCELLANEOUS

A. Use of personal automobiles by unit members for school business shall be reimbursed at the prevailing IRS rate.

B. Reductions in force, if any, shall be as provided for by law.

ARTICLE XVII

SALARY SCHEDULES

A. Salary Schedules

1. Salaries of current administrators in each position will be as follows:

**ADMINISTRATIVE
POSITION:**

- High School Principal
- High School Vice Principal
- High School Vice Principal/Athletics and Student Activities
- Middle School Principal
- Middle School Vice Principal
- Middle School Vice Principal
- Elementary School Principal
- Supervisor of Early Childhood
- Director of Special Services
- Supervisor

		2018-2019	2019-2020
Allen, William	Vice Principal	89,428	92,220
Beach, Michele	Vice Principal	89,428	92,220
Guyton, Gia	Vice Principal	85,000	87,635
DelRossi, Linda	Supervisor	110,849	114,285
DeVilme', Pascale	Principal	99,199	102,274
Mulhorn, John	Principal	130,129	134,163
Pla, Jordan	Vice Principal	89,119	91,881
Roberts, Darryl	Vice Principal	89,428	92,200
Thomas, Pamela	CST Director	115,179	118,750
Woods, Syeda	Principal	104,560	107,801

B. Stipends for Additional Duties

1. Administrators who take on additional responsibilities after the departure of an administrator or a long-term disability of an administrator shall receive additional compensation at the following rates: 15% per diem retroactive to the thirty first (31st) day in the acting position upon the sixty first (61st) calendar day in the acting position and filling the vacancy. The Association and the unit members it represents shall indemnify and hold the Board harmless from any expense and all costs resulting from a tenure based claim to a continuation of any of the sums involved in any such stipend involving any unit member.

2. Administrators who develop, write, supervise, and report on a competitive grant program:

- approved by the Superintendent, that brings additional funding to the district, and contains funding for administrative services shall receive a stipend equal to the lesser of 5%, \$5,000, or the amount provided in the grant for administrative services in each year of the grant.

(a) Entitlement grants shall be excluded from consideration in this article.

(b) Grants sponsored by the United States or New Jersey Departments of Education shall be excluded from consideration for administrators who have, as the major function of their position, the pursuit and supervision of grant programs,

(c) Stipends will not be added to the base salary for purposes of pension contribution or contractual salary increases.

(d) The Association and the unit members it represents shall indemnify and hold the Board harmless from any expense and all costs resulting from a tenure based claim to a continuation of any of the sums involved in any such stipend involving any unit member.

(e) If supervision compensation is not provided as part of a grant, Administrators who are appointed to supervise a school-wide after school instructional program shall receive one (1) comp day for every ten days of coverage. Supervision duties may be shared and no administrator may receive more than six (6) comp days during the school year.

C. New Hires

1. During the term of this agreement, initial salaries for new unit member administrators enter in the district will be set in accordance with the following established ranges:

Principals	\$ 95,000 to 135,000
Directors	\$ 90,000 to 130,000
Asst. Principals	\$ 85,000 to 100,000
Supervisors	\$ 85,000 to 100,000

The salary range will be reviewed and/or revised annually by the Superintendent and unit president subject to board approval.

2. The parties agree that the initial starting salary for all new hires or promotions effective after the date of execution of this contract shall be negotiable between the individual employee involved and the Board of Education.

3. Any employee hired or promoted with an effective date after the start of the school year must have actual employment of more than six (6) months to be eligible to receive any increase for the next school year.

ARTICLE XVIII

DURATION OF AGREEMENT

This agreement shall be effective for the period commencing July 1, 2018 to June 30, 2020.

ARTICLE XIX

LEGALITY OF AGREEMENT

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

ARTICLE XX

PUBLICATION OF THE AGREEMENT

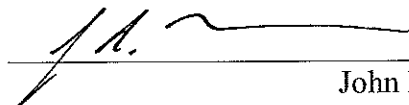
Copies of this AGREEMENT shall be provided to the Board and the Association in as many copies as shall be mutually agreed upon. Costs of publication and distribution shall be borne equally by the parties to this AGREEMENT.

SIGNATURE PAGE

WITNESSETH:

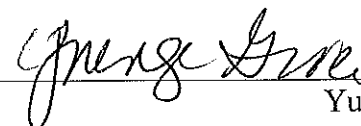
In witness whereof the parties hereto have caused this AGREEMENT to be signed by their respective presidents, attested by their respective representatives, and their corporate seals to be placed hereon.

SALEM CITY ADMINISTRATORS' AND SUPERVISORS' ASSOCIATION

By: 
John Mulhorn, President - Salem City Administrators' & Supervisors'
Association

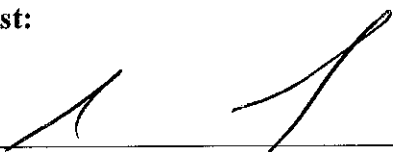
Date: 12/12/2017

SALEM CITY BOARD OF EDUCATION

By: 
Yuenge Groce, President - Salem Board of Education

Date: 12/26/18

Attest:


Amiot P. Michel, Superintendent of Salem Board of Education

Date: 12/12/18