

**AGREEMENT BETWEEN THE**  
**WOODSTOWN-PILESGROVE REGIONAL BOARD OF EDUCATION**

**AND THE**

**WOODSTOWN-PILESGROVE**  
**ADMINISTRATORS ASSOCIATION**

**THROUGH**  
**JULY 1, 2020 THROUGH JUNE 30, 2023**

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**ARTICLE I**  
**RECOGNITION**

- A. In accordance with NJSA 34:13-A seq., the Woodstown Pilesgrove Regional Board of Education recognizes the Woodstown-Pilesgrove Administrators 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 Principals Assistant Principals, Directors, Dean of Students, Supervisors, and Instructional Facilitators employed by the Woodstown-Pilesgrove Regional Board of Education, hereinafter known as “the Board”. All other Board employees are excluded.
- B. For purposes of clarity, the term “administrator”, when used in this contract shall refer to all administrators defined in paragraph A of this Article. Reference to one gender shall include the other gender unless expressly stated.

**ARTICLE II**  
**NEGOTIATIONS PROCEDURES**

- A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement. Such negotiations begin no later than one hundred and twenty (120) days before the required budget submission date of the Board. Any Agreement so negotiated shall apply to all administrators, be reduced in writing, be presented for ratification vote by the Association first and then the Board and signed by the delegated representative of the Board and the Association.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board shall make available for inspection by the Association such financial records, data and information of the Woodstown-Pilesgrove Regional School District as is available to any member of the public by statutory regulation. This inspection shall be made by appointment with the Superintendent or his designee.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed and with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D. Negotiations Sessions
  - 1. Any agreement that is mutually agreeable to both parties shall be adopted by the Association and the Board.
  - 2. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be adopted by the Association and the Board and signed by the Association and the Board.

- E. Whenever by mutual agreement between the Association and the Board or its representatives, any representative of the Association or any member is scheduled to participate in formal negotiations procedures pursuant to Chapter 123, P.L. 1974, he/she shall suffer no loss in pay/benefits. Negotiations shall, whenever possible, be scheduled at times other than regular school hours.
- F. Should this Agreement conclude prior to the completion of negotiations for a succeeding agreement the terms and conditions of this Agreement shall continue to be in effect until the negotiation of a successor agreement has been completed.
- G. The Board agrees not to negotiate concerning the administrators in the negotiating unit as defined in Article I with any organization other than the Association for the duration of this Agreement, except as provided for in the contract's open period as established by PERC regulation.
- H. 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.
- I. The Negotiated Agreement between the Board and the Association will be printed and distributed at Board and Association expense (least expensive way) as soon as possible.

**ARTICLE III**  
**ADMINISTRATOR'S RIGHTS**

- A. No administrator shall be disciplined, reprimanded, reduced in rank, title, or compensation, or deprived of any written or existing professional advantages 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. This article does not apply to non-renewals.
- B. Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The statutory rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Whenever any administrator is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that administrator in his office, position or employment, or the salary of any increments pertaining thereto, he shall be entitled to have a representative present to advise and represent him during such meeting or interview.

**ARTICLE IV**  
**ASSOCIATION RIGHTS**

- A. The Board agrees to furnish to the Association, through its representative, any public information that is requested, in accordance with Board policy.

- B. The Association shall have the right to use the school facilities for meetings, provided the facility is not already scheduled for use.
- C. The Association shall have the right to use school facilities and equipment, including word processing machines, duplication equipment, calculation machine, and all types of audio/visual equipment at reasonable times, when such equipment is not otherwise in use.
- D. Whenever any representative of the Association participates during working hours in negotiations or grievance procedures he/she shall suffer not loss in pay nor shall he/she be required to use personal business days provided the Board of Education or its designated representatives and the Association mutually agree to the meeting and the number of administrators acting as representatives.
- E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the administrators.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

A. Definitions

1. A grievance shall mean a complaint by a member of the Association that there has been a personal loss, injury or inconvenience resulting from a violation, misapplication, or misinterpretation of this Agreement, policies, administrative decisions, or state statutes or regulations affecting the terms and conditions of employment of administrators in this bargaining unit.
2. A "grievant" is an administrator who files a grievance.
3. "Day" means a school day, when school is in session, or a workday during summer and vacation periods.
4. "Representative" is a person or agent designated to represent either party in the grievance procedure.
5. "Party in interest" is a person, agent, or agency with an interest in the grievance.

B. Procedures

1. Grievances shall be adjudicated according to the terms of this Agreement.
2. Formal grievances shall be filed in writing.
3. Communications and decisions concerning formal grievances shall be in writing.

4. Nothing herein precludes mutual extension of time limits of the grievance procedure.
5. Parties in interest shall be permitted representatives at all levels of the procedures.
6. Failure by a grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the Board, except as provided hereafter.
7. In the event that the decision of the Board's representative or the Board is not rendered within the specified time limit, the grievance shall be deemed to have been denied and the grievant may submit the grievance to the next step.
8. A class grievance is a formal grievance by the Association on behalf of (or by) two (2) or more affected administrators. Such class grievance may be filed at Level III, but within ten (10) days of the occurrence. If the affected administrators are under the direction of a principal or director, then the grievance must be initiated at Level II.

C. Procedures

1. Level I – Informal Grievances

- a. A grievant shall discuss informally with his immediate supervisor his grievance within ten (10) days of such occurrence, in order to resolve the grievances. A decision shall be given to the grievant within five (5) days.

2. Level II – Formal Grievances

- a. A grievant shall file a formal grievance within twenty (20) days of the occurrence, and shall specify the clause of the Agreement, the nature of the grievance, all relevant materials, and the suggested remedy.
- b. The immediate supervisor shall hold a hearing promptly within five (5) days of receipt of the formal grievance and shall render this decision within five (5) days after the hearing.

3. Level III – Appeals to the Superintendent

- a. Within five (5) days of the decision at Level I, the grievant may request an appeal to the Superintendent. The appeal shall include all materials previously submitted.
- b. The Superintendent shall establish a conference within ten (10) days following such request and notify the grievant at least five (5) days prior to the hearing date.
- c. Within five (5) days of the said conference, the Superintendent shall notify the parties in interest of his decision.

4. Level IV – Appeals to the Board

- a. Grievances appealed to the Board shall be processed as in Level III, except that the Board will establish a hearing within thirty (30) days.

5. Level V – Arbitration

- a. Within ten (10) days of the decision of the Board, the Association may request arbitration of the grievance by filing notice with the Superintendent along with a Demand for Arbitration to the New Jersey Public Employees Relations Commission. The selection of the arbitrator and the conduct of the hearing shall be in accordance with the rules of PERC.
- b. The arbitrator shall first rule on the arbitrability of the grievance, if so requested by either party.
- c. The arbitrator shall have no power to add to, subtract from or alter the language of the Agreement. He shall have no power to make an award inconsistent with law. He shall rule only on the interpretation of the clause of the Agreement.
- d. The arbitrator's decision shall be binding on all parties, except that if his decision requires legislative action, such decision shall be effective only if such legislation is enacted.
- e. The cost of the services of the arbitrator shall be shared equally by the parties.
- f. Only grievances pertaining to violation of this Agreement may be processed to arbitration.

D. General Provisions

1. No prejudice will attend any administrator by reason of the utilization of participation in the grievance procedure.
2. The filing or pendency of any grievance shall not impede the normal management and operation of the schools.
3. All records of grievance processing shall be filed separately until the matter is concluded.
4. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

**ARTICLE VI**  
**FILE PROCEDURE**

- A. The administrator shall have the right to respond to anything going into the personnel file and shall receive a copy of same.
- B. The administrator's signature shall be evidence only that the document has been seen, not that he/she agrees herewith.
- C. Refusal to affix signature shall not preclude placement in one's personnel file.

**ARTICLE VII**  
**LEAVES OF ABSENCE**

- A. Except for personal disability or emergency situation, administrators included in this Agreement shall be expected to work each designated workday unless excused under the following stipulations:
- B. Leave with Full Pay:
  - 1. For ten (10) month administrators, allowance for personal illness or disability will be ten (10) days per year with the unused portion accumulated without limit. For administrators hired prior to 7/1/03, after five (5) years of service in the district, one (1) additional day per year will be available until a maximum of five (5) per year is reached, for serious illness in the immediate family, defined as parents, spouse, or children. Unused family illness days will convert to sick leave and be accumulated at the end of each fiscal year.
  - 2. For twelve (12) month administrators, allowance for personal illness or disability will be twelve (12) days per year with the unused portion accumulated without limit. For administrators hired prior to 7/1/03, after five (5) years of service in the district, one (1) additional day per year will be available until a maximum of five (5) per year is reached, for serious illness in the immediate family, defined as parents, spouse, or children. Unused family illness days will convert to sick leave and be accumulated at the end of each fiscal year.
  - 3. A physician's statement may be required for serious illness in the family.
  - 4. A physician's statement may be required for personal illness or disability.
  - 5. Bereavement Leave
    - a. The Board will provide up to five (5) workdays leave for each death in the immediate family. The Superintendent shall determine the actual number of days granted in each circumstance. Days shall be taken consecutively and contiguously to the death.



- (1) The immediate family shall consist of the administrator's mother, father, sister, brother, son, daughter, spouse, mother-in-law, father-in-law, and grandparents.
- (2) The workdays granted for bereavement leave shall be noncumulative.
- (3) One (1) workday per year for the death of each relative other than the immediate family, as noted above.
- (4) The workday granted for bereavement leave shall be noncumulative.

6. Personal Business Days

- a. Each administrator may utilize up to three (3) workdays per year for personal business reasons.

- (1) Unused personal business leave days shall convert to accumulated sick leave days as long as the accumulated number does not exceed fifteen (15) for that year.
- (2) One of the two personal days may be taken as half days with prior approval of the Superintendent or designee.

C. Limitations

1. Special consideration may be given particular problems of administrators extended years of service.

D. Rules Governing Absence

Each administrator will utilize the AESOP system to report their absence. If an administrator fails to complete AESOP within three (3) school days of the absence, the administrator may be subject to disciplinary action.

1. For absences that can be anticipated, advance arrangements are to be made.
2. Absence for professional business, conference, and school visitations must be approved in advance.

E. Sabbatical Leave

1. After having been employed seven (7) consecutive years in the Woodstown-Piles Grove Regional School District an administrator may receive leave for a year with half pay in accordance with the following provisions:

- a. The leave will be for a regular and formalized program of education or travel or other program that may be approved by the Board of Education. All programs must be meaningful in terms of the present or future teaching assignment. The education shall be full-time residence program, or its equivalent given by a recognized and approved institution. The travel shall be an extensive, planned itinerary.
- b. Applications for leaves shall be filed with the Superintendent of School by March 1<sup>st</sup> immediately preceding the leave and shall be made on the forms provided by the Superintendent. The Board will examine the detailed request on the recommendation of the Superintendent.
- c. All leaves must be approved by the Board of Education.
- d. Leaves will be limited to one (1) per year and when more than one (1) applicant files for a given year, applications will be processed so that administrators with the longer number of consecutive years' service in the district will be given primary consideration.
- e. Administrators on leave in accordance with these policies shall not lose seniority, retirement, and tenure rights.
- f. As part of the application for leave, the administrator will sign an agreement to return to serve for two (2) consecutive years in this school district immediately after leave.
- g. Start date of sabbatical to be mutually agreed upon by the Superintendent and administrator, with the Superintendent making the decision if the parties do not agree.
- h. Should the administrator not return for two (2) consecutive years, the administrator will reimburse the district for all cost incurred by the district for the administrator during the Sabbatical Leave.

F. Child-Rearing Leave

- 1. An administrator may make application to the Board for a child-rearing leave of absence without pay for purpose of caring for a newborn or newly adopted infant child beyond the time allowed by the Family Medical Leave Act.
- 2. Written application will be made to the Superintendent as soon as possible, but no less than 90 days prior to the expected date of cessation of work. This time requirement may be reduced as necessary if the adoption agency gives the adoptive parents less than 90 days' notice.

3. Child-care leaves will begin immediately upon the expiration of disability leave for pregnancy and childbirth or at a date mutually agreed upon by the Board and administrator.
4. All such leaves will end at the end of the current school year unless in conflict with the Family Medical Leave Act.
5. Administrators may make application for an extension of childcare leave for one (1) additional school year and the Board may grant such an extension.
6. To the extent that the terms of the group health insurance contracts covering members of the bargaining unit permit, administrators on child-care leave will be permitted to continue such coverage by paying their own premiums after expiration of Family Medical Leave Act benefits.

Administrators absent less than ninety (90) school days shall receive their negotiated raise the following year upon return and all benefits shall be restored.

- G. Time necessary for appearance in any legal proceeding arising out of the administrator's performance of his duties, providing that the administrator is not participating or assisting as an adversary to the Board shall not result in loss of pay or personal leave.
- H. Other leaves subject to the terms dictated by the Board of Education may be applied for and approved in the sole discretion of the Board.

#### **ARTICLE VIII** **SICK LEAVE BANK**

- A. Establishment of the District Sick Leave Bank  
The establishment of the District Sick Leave Bank is pursuant to and subject to the terms and conditions of N.J.S.A. 18A:30-10 and 11. In the event that there is a conflict between these statutory provisions and the contents of this Policy, the statutory provisions shall prevail.
- B. Eligibility to Participate  
All employees who are subject to the Woodstown-Pilesgrove Regional Administrator Association ("Association") collectively negotiated agreement ("bargaining unit members") are eligible to participate in the Sick Leave Bank, provided they otherwise meet the requirements set forth herein. Full time employees must have a minimum of 20 accumulated sick days to participate. The committee may waive the "20 accumulated days" requirement for individuals with illness or injury that is catastrophic in nature and medically documented.
- C. Purpose  
The purpose of the Sick Leave Bank is to enable eligible employees who are entitled to sick leave under Chapter 30 of Title 18A of the New Jersey Statutes to draw needed paid days of sick leave in addition to any days to which they are otherwise entitled.

D. Definition of "Needed Days of Sick Leave"

1. The need for additional sick leave must arise out of the eligible employee's absence from work as a result of the employee's personal disability due to illness or injury that is catastrophic in nature and medically documented. In addition, the need cannot have arisen simply because the employee has little or no unused accumulated sick leave days. Rather, if (1) the employee's past attendance record demonstrates the routine use of annually granted sick leave days in a manner unrelated to documented medical need, and (2) the employee's attendance is substantially lower than the average employee attendance, then eligibility shall be denied.
2. No Sick Leave Bank days shall be granted unless and until the eligible employee has first exhausted all of his/her sick, vacation and / or personal days, if any.

E. Administration of the Sick Leave Bank

1. Pursuant to N.J.S.A. 18A:30-11, the Sick Leave Bank shall be administered by a Committee. The Committee shall be comprised of three members selected by the Board of Education and three members of the bargaining unit selected by the Association. The chair of the Committee shall be one of the Board's three appointees.
2. The committee, may, in addition to the terms set forth in this Policy, establish standards and/or procedures, as it may deem appropriate for the operation of the Sick Leave Bank.
3. Decisions of the Committee regarding eligibility shall be final and binding and they shall not be subject to review by a court or agency of competent jurisdiction, nor reviewable under the terms of the collectively negotiated agreement's grievance procedure. In the event that the members of the Committee are evenly split regarding eligibility, eligibility shall be denied.
4. To be given consideration for the use the Sick Leave Bank, an employee must submit a written request to the Committee, and to the Superintendent of Schools. The request shall outline the nature of the disability and the reason for the requested use. The request shall also include such medical information and authorizations as may be necessary, including HIPAA compliant authorizations, as the Committee deems necessary. The written request shall be on the form developed by the Committee. Required medical information from the employee's physician shall also be submitted on the form to be developed by the Committee.
5. In the event the Committee approves an employee's request, the employee shall agree to the Committee's right to periodic verification of the continued need for use of Sick Leave Bank days at reasonable intervals.
6. Approval shall be valid until the individual either returns to work or after a period of 75 calendar days, whichever is sooner. The Committee may, after 75 calendar days, require updated medical information from the employee, to be submitted by the

employee within five business days.

7. Use of the Sick Leave Bank shall not be automatically extended from one school year to the next. If extended, the employee must first exhaust any annual sick days, vacation days and/or personal days to which he/she may otherwise be entitled.
8. The Committee shall provide to the Board, the Business Office and the Association President, by October 1 of each school year, a report regarding the use of the Sick Leave Bank during the prior school year. In addition, the report shall include the list of the employees who have contributed sick leave days during the most recent enrollment period, the number of days contributed, the cumulative balance of days in the Bank, and the number of days granted to eligible employees during the prior school year. Updates of this information may be required at reasonable intervals.
9. If an employee who was granted Sick Leave Bank days returns to work without using them all, he/she shall no longer have access to the unused days and he/she will have to reapply for Sick Leave Bank days in the event there is a claim that additional days are needed.
10. The maximum number of Sick Leave Bank days that may be granted to an eligible employee in a school year is 75 days.

F. Sick Leave Day contribution

1. An employee may apply to the Sick Leave Bank provided he/she has contributed during the enrollment period a minimum of 2 sick leave days from his/her unused accumulated sick leave days. This must be done annually.
2. The contribution must be made prior to any request to receive Sick Leave Bank days.
3. Any employee making a contribution understands and agrees that the donation is irrevocable and completely voluntary on his/her part.
4. The enrollment period shall be from September 1 to September 30 of each school year.
5. The minimum number of days that must be maintained in the Sick Leave Bank shall be 200 days. In the event that the number of days falls below 100 during a school year, an additional open enrollment period will be immediately declared. This shall be for a period of two weeks for the purpose of re-supplying days to the Bank. However, if an insufficient number of days are contributed during this period, the Bank shall be discontinued. Those employees who had previously been granted Sick Leave Bank days shall continue to have them. Any days over and above the number of days needed to meet those obligations shall be returned to their contributors.

6. If the balance of banked sick days as of September 1 is above 399 days, only 1 day will be required for donation by members. The committee will inform the membership what the minimum donation that is required for that open enrollment period.

**ARTICLE IX**  
**HEALTH INSURANCE**

- A. Subject to each participating administrator's obligation to contribute as required by Chapter 78, P.L. 2011, the Board of Education will pay the balance of the premium for the POS Plan. Any administrator who opts to enroll in any other plan shall, in addition to the legally required contribution, pay for the difference in premium between the plan selected and the POS plan.
- B. Subject to each participating administrator's obligation to contribute as required by Chapter 78, P.L. 2011, the Board of Education will pay the balance of the premium for Dental Coverage premiums for each administrator and his/her dependents, for the Delta Dental of New Jersey Insurance Plan or its equivalent.
- C. Insurance Coverage - Opt Out Plan Provision
  1. The Board will provide cash payments to those employees who wish to waive or "opt out" of Board provided insurance coverages subject to normal payroll tax deductions.
  2. For those administrators who choose to waive all coverages, the Board of Education will pay the following amounts:

2020-2021-- 25% of the premium of the employee's coverage elected to be waived, (medical, prescription, dental), capped at \$4,500.

2021-2022-- 25% of the premium of the employee's coverage elected to be waived, (medical, prescription, dental), capped at \$4,250.

2022-2023-- 25% of the premium of the employee's coverage elected to be waived, (medical, prescription, dental), capped at \$4,000.
  3. Payment for waiver of all coverages will be made in one (1) annual payment on July 15<sup>th</sup> of the following year in which coverage is waived. The Board of Education must be notified in writing by June 30<sup>th</sup> of the prior year that the employee chooses to waive their insurance coverage for the entire upcoming year.
  4. Proof of insurance coverage must be provided in order to receive any of the waiver payments. Such waiver is irrevocable for the plan year (July 1 through and including the following June 30), unless the employee meets once or more of the criteria of a "Family Status Change" which includes, but is not limited to the following:

- a. Marriage, divorce, or legal separation
- b. Death of a spouse or dependent
- c. Birth or adoption of a dependent
- d. Termination or commencement of participant's or spouse's employment
- e. Participant or spouse taking an unpaid leave or absence lasting more than thirty (30) calendar days
- f. Participant or spouse having a significant change in health coverage due to spouse's employment
- g. Ineligibility of a dependent
- h. Bankruptcy court order

**ARTICLE X**  
**VACATIONS**

- A. Vacation time will be granted to twelve (12) month employees at the rate of 20 vacation days per year to be earned at a rate of 1.67 days per month.
- B. Vacation Carryover – Up to 20 unused vacation days may be carried over to the next school year with a maximum 40-day carryover.
- C. Up to 5 unused vacation days may be reimbursed per year at the rate of 1/260 of their annual salary.
- D. Administrators may utilize Vacation days during NJEA Convention, Winter and Spring Break, or may make a request, in writing, to the superintendent to work virtually.
- E. Separation from Service
  - 1. An Association member who dies before his contract period is completed shall receive full recognition of his vacation rights in the form of a vacation allowance to be given as a single cash payment to his estate.
  - 2. An Association member who resigns or retires during the contract year will be reimbursed for unused vacation days upon separation from the district at their per diem rate. Vacation days will be earned at a rate of 1.67 days per month.

**ARTICLE XI**  
**WORK YEAR AND SCHOOL CALENDAR**

- A. For the purposes of determining per diem rate, administrators employed as 12-month employees under this Agreement shall have a work year of two hundred forty (240) days per year and any person employed as a ten (10) month administrator shall follow the teachers' calendar plus ten (10) days. The work year for administrators will be lessened only by contracted vacation time, sick time, or personal business days.

- B. Administrators will have fifteen (15) paid holidays per year. The holidays shall include:
- C. Holiday List (As determined by the school calendar.)

The following days are holidays for all administrators:

|   |             |
|---|-------------|
| July 4 <sup>th</sup>                            | 1           |
| Labor Day                                       | 1           |
| Columbus Day/Fall Break                         | 1           |
| Thanksgiving Day and the day after              | 2           |
| Christmas Eve, Christmas Day, and the day after | 3           |
| New Year's Eve and New Year's Day               | 2           |
| Martin Luther King Day                          | 1           |
| Presidents' Weekend                             | 1           |
| Good Friday                                     | 1           |
| Easter Monday                                   | 1           |
| Memorial Day                                    | 1           |
| Total   | 15 Holidays |

Holidays on Saturday/Sunday will be scheduled on a weekday. The remaining holidays will be scheduled by the Board at the time the calendar is adopted.

- D. Holidays listed that require an administrator's attendance may be taken at another time with the superintendent's approval.
- E. The Superintendent of Schools shall consult with the Association as to development of a school calendar and work schedule for recommendation to the Board of Education.
- F. Twelve-month administrators will work a four (4) day summer work schedule. Summer is defined as the start of the first Friday after graduation to end of the last full week before school resumes. Vacation days utilized during the summer work schedule will be counted at 1.25/day.
- G. Administrators have the option to make a request, in writing, to the superintendent to work virtually during NJEA Teachers Convention.

**ARTICLE XII**  
**SEVERANCE PAY**

- A. Administrators who retire immediately from service under the rules of TPAF (not vesting benefits) and who have not less than ten (10) years of service in Woodstown-Pilesgrove will be compensated for 100% of the accumulated sick leave days Sick leave will be paid at the rate of \$225 per day, not to exceed \$15,000.
- B. Administrators who claim this payment must notify the Board of their intent to retire by December 1<sup>st</sup> of their final year of service if they retire at the end of the school year, or



not less than seven (7) months in advance of their retirement date if they retire at any other time. If, due to unusual circumstances notice is given less than seven (7) months in advance, payment may be made twelve (12) months after the receipt of notice. In the event that an administrator, having met all requirements herein, dies before receiving payment, payment will be made to the administrator's estate.

C. Payment will be made as follows:

1. Half payment on July 15<sup>th</sup> and half payment on January 15<sup>th</sup>.

**ARTICLE XIII**  
**PROFESSIONAL DEVELOPMENT**

A. Tuition Course Reimbursement

1. Any administrator hired before July 1, 2017, up to a maximum of nine (9) graduate credits at the out of state rate in effect at Rutgers University shall be granted annually (non-accumulative) toward meeting the costs of approved graduate courses for all administrators. Annually is defined as that period from July 1<sup>st</sup> until June 30<sup>th</sup>. If a course(s) at other than a State College is approved by the Superintendent, then the total reimbursement shall not exceed nine (9) times the State College rate and compensation shall be at the State College rate for each credit pursued.
2. Any administrator hired after July 1, 2017, up to a maximum of six (6) graduate credits at the out of state rate in effect at Rutgers University shall be granted annually (non-accumulative) toward meeting the costs of approved graduate courses for all administrators. Annually is defined as that period from July 1<sup>st</sup> until June 30<sup>th</sup>. If a course(s) at other than a State College is approved by the Superintendent, then the total reimbursement shall not exceed six (6) times the State College rate and compensation shall be at the State College rate for each credit pursued.
3. Excepted from this clause are those situations where the Board of Education requires certification within a short period of hiring an administrator and has agreed to pay for it.
4. Funds will be reimbursed upon submission to the Office of the Superintendent of Schools evidence of participation, official proof of successful completion of the graduate course and proof of payment for tuition.

B. Undergraduate Credit

Beginning July 1, 2017, no administrator shall be reimbursed for taking undergraduate courses.

C. Joining Professional Organizations

The Board of Education recognizes the value of professional organizations and agrees to pay dues for administrators who join professional organizations at the Local, State, and National levels relevant to the administrator's areas of specialization (e.g. The NJ Principals and Supervisors Association, The National Association of Secondary School Principals, The Salem County Association of Administrators, Association of Supervision, and Curriculum Development, etc.)

D. Conference, Conventions, Workshops, Seminars, Etc.

1. The Board recognizes the value of professional development and agrees to pay for attendance to the National Convention every other year, to be coordinated with the Superintendent. This is considered part of the Board's contribution to professional development. Other conferences, conventions, workshops, seminars, etc. are also considered part of the Board's contribution and will be paid by the Board up to the maximum allowed.
2. The parties agree that attendance at conventions, conferences, workshops, etc., shall be governed by the accountability regulations of NJAC.

E. Board Contributions

1. The Board will contribute the following amounts annually for each administrator for the items listed in A through D ((tuition reimbursement, dues, (exclusive of New Jersey Association of School Administrators), conferences, conventions, workshops, seminars, etc.)):

2020-2021 -- \$3,000  
2021-2022 -- \$3,000  
2022-2023 -- \$3,000

2. An administrator who terminates employment within three (3) calendar years of receiving reimbursement shall pay back the district.

F. The Board will accept reduced student tuition of 75% of the established fee their Pre-school child, in the event that the program is not full, and that the tuition does not exceed the per pupil spending rate. The Board will accept, tuition-free, the children of administrators, within Board Policy for class-size, providing the tuition does not exceed the state per pupil spending rate.

G. The Board will provide administrative staff with a desktop or laptop, whichever is preferable to each Administrator. The Board will provide other technology tools (palm pilots, etc.) to each Administrator up to an amount of \$500 dollars (or appropriate amount determined by the Superintendent per year) which shall be deducted from that administrator's available professional development monies. All laptops, desktops, or other technology tools will remain the property of the District. All items, if eligible, would be included under the Districts insurance for repair and replacement. All purchases require the approval of the Superintendent.

- H. Unused professional development funds may be used by another administrator toward a maximum of 6 additional graduate credits annually once their allotted funds have been exhausted and upon approval of the Superintendent. Maximum additional tuition reimbursement is \$3,000.
- I. Use of automobile – Administrators will be reimbursed for the use of their automobile for school related business at the rate allowed by state statute.

**Article XIV**  
**SAVINGS CLAUSE**

- A. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted so as to eliminate, reduce, or otherwise detract from any administrator benefit existing prior to its effective date. A benefit is herein defined to mean one that is tangible and measurable.

**ARTICLE XV**  
**FULLY BARGAINED CLAUSE**

- A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiation. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of negotiations.
- B. There shall be no new negotiations on any such matters during the term of this agreement unless the parties mutually agree in writing to reopen negotiations on a specific item.

**ARTICLE XVI**  
**STATUTORY SEPARABILITY**

- A. If any provision of this Agreement or any application of this Agreement to any administrator or group of administrators is declared illegal by any action of legal authority of recognized jurisdiction, then such provisions 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 XVII**  
**JURY DUTY**

- A. All administrators covered by this Agreement who are called on jury duty shall be paid for the time thus lost from regular school duties and the amount of payment shall be the difference between their regular pay and their jury duty pay.

**ARTICLE XVIII**

**SALARY**

A. Salary increases during the term of this contract shall be as follows:

2020-2021 -- 3.2%

2021-2022 -- 3.1%

2022-2023 -- 3.0%

B. Retroactive salary payments will be made to those administrators who are actively employed as of the payment date for retroactive increases.

C. Administrative staff will be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month. On the occasion when those days fall on a holiday or weekend, payment will be made on the last workday prior to the aforesaid 15<sup>th</sup> and 30<sup>th</sup> day of the month.

D. When an administrator is appointed to the additional position of Principal of ECLC, he/she shall be compensated an additional compensation of \$12,000.00 per annum.

E. Salary Ranges for incoming administrators:

| <u>Position</u>                        | <u>Salary</u>          |
|--|------------------------|
| High School Principal                  | \$105,000 to \$145,000 |
| Middle School Principal                | \$95,000 to \$135,000  |
| Elementary Principal                   | \$90,000 to \$135,000  |
| Assistant Principal                    | \$80,000 to \$120,000  |
| Supervisor/Dean of Students            | \$75,000 to \$115,000  |
| Athletic Director                      | \$90,000 to \$130,000  |
| Director of Curriculum                 | \$95,000 to \$135,000  |
| Director of Special Education          | \$95,000 to \$135,000  |
| Director of Guidance                   | \$95,000 to \$135,000  |
| Supervisor of Curriculum & Instruction | \$75,000 to \$115,000  |

**ARTICLE XIX**

**DURATION OF AGREEMENT**

A. Duration of Agreement

This agreement shall be effective as of July 1, 2020, and shall continue in effect until June 30, 2023.

B. Successor Agreement

The parties agree that all matters that were negotiable have been negotiated, and that neither party will be required to reopen negotiations during the term of this agreement.

IN WITNESS WHEREOF, the parties have affixed their respective signatures this 2 day of November, 2020.

For the Board of Education

Eileen C. Miller  
President

[Signature]  
Chairperson, Negotiations Committee

For the Association

[Signature]  
President

[Signature]  
Chairperson, Negotiations Committee

ATTEST:

6/25/2020  
Board Approval Date

[Signature]  
Board Secretary