

2018-2019

2019-2020

2020-2021

**CONTRACT OF NEGOTIATIONS
BETWEEN THE
SWEDESBORO-WOOLWICH
BOARD OF EDUCATION**

AND

**THE SWEDESBORO-WOOLWICH
ADMINISTRATOR'S ASSOCIATION**

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PREAMBLE

This agreement entered into July 1, 2018, by and between the Swedesboro-Woolwich Board of Education in the Borough of Swedesboro, New Jersey, hereinafter called the "Board," and Swedesboro-Woolwich Administrator's Association hereinafter called the "Association."

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

Unit

A. Subject to the exclusions stated in Paragraph B. of this Article, the Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiations concerning grievances the terms and conditions of employment for the following administrators of the Board, whether under contract or on leave:

1. Principals, assistant principals, vice principals, supervisors, and directors

B. Unless otherwise indicated the terms "administrator" and "administrators" when used in this Agreement is defined to mean all administrators covered within paragraph A.

C. Negotiation Date

Negotiations for the successor agreement shall proceed in accordance with the requirements of law. The Board will notify the Association President of the date on the first of September of that Negotiation year.

D. Modification

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

ARTICLE II GRIEVANCE PROCEDURE FOR ADMINISTRATORS

A. DEFINITIONS

1. Grievance

A "Grievance" is a claim by an administrator of the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an administrator or a group of administrators.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting administrators. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure. This procedure is the exclusive remedy for resolution of the terms and conditions of this Agreement.

C. PROCEDURE

1. Time Limits

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

2. Time Restriction

An aggrieved administrator shall institute action under the provisions hereof within ten (10) school days following the occurrence complained of when it affects the administrator. Failure to act within the said ten (10) school day period shall be deemed to constitute an abandonment of the grievance.

3. Level One – Immediate Supervisor

An administrator with a grievance shall first discuss it with their Immediate Supervisor (or Superintendent where applicable) either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two – Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance after the informal discussions with their immediate supervisor, or if no decision has been rendered within fifteen (15) school days after the presentation of the grievance, he/she may file the grievance in writing with the Association within fifteen (15) school days after the grievance was presented, whichever is sooner. Within fifteen (15) school days after receiving the written grievance, the Association shall refer it in writing to the Superintendent of Schools. The writing shall specify:

- a. Nature of grievance
- b. Results of prior discussions
- c. Specific contract violation
- d. Basis for his/her dissatisfaction with the determination
- e. Proposed solution

5. Level Three- Board of Education

If the administrator of the Association is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after the grievance was decided by the Superintendent, the administrator may submit the grievance to the Board. Said request shall be made to the Board within ten (10) school days from the above disposition, shall be in writing, and shall specify following:

- a. Nature of grievance
- b. Results of prior discussions
- c. Specific contract violation
- d. Basis for his/her dissatisfaction with the determination
- e. Proposed solution

A copy of this statement shall be furnished to the Superintendent. The Board of Education shall have forty-five (45) days to respond.

6. Level Four - Arbitration

- a. If the Association is not satisfied with the disposition of the grievance alleging a violation of a term or condition of employment, the Association may within fifteen (15) school days after receiving written notification of the decision by the Board, notify the Board that the grievance is being submitted to arbitration.
- b. Grievances of matters, which have been or may be determined to be non-negotiable or non-arbitrable by law, decisions of the Commissioner of Education, or prior decisions by PERC, will not be considered further. In the event a determination by PERC is pending on the negotiability of a particular issue, the pending arbitration shall be held in abeyance until a determination is made.

- c. A grievance may be submitted to arbitration provided it has been deemed to involve a contractually arbitrable issue by statute or by PERC. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring it.
- d. The Association shall request a list of arbitrators from PERC. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator. The arbitrator shall limit him/herself to issues submitted to him/her and shall consider nothing else. She/he can add nothing to nor subtract anything from the agreement.
- e. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of final statements and proofs on the issues are submitted to him/her. The jurisdiction of the Arbitrator shall be limited to a determination of the facts and the interpretation and application of the specific provision(s) of this Agreement at issue. The Arbitrator shall be bound by the provisions of this Agreement and shall have no authority to add to, subtract from, amend or modify any of its provisions. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is clearly in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on both parties, subject to any rights of appeal granted by law.
- f. Where a question of negotiability and/or arbitrability exists, the grieved party at their cost shall submit the grievance to PERC for a binding decision.

D. Rights of Administrators to Representation

- 1. Any aggrieved person may be represented at steps 3-5 of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. Only the Association may move a grievance to Level 6.
- 2. When an administrator is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance be notified that the grievance is in process, and have the right to be present, and present its position in writing at all levels concerning the grievance and shall receive a copy of all decisions rendered.
- 3. 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 grievance.
- 4. A grievance which affects a number of administrators may at the option of those administrators be filed as a single grievance on their behalf.

E. Costs

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

F. General Provision

The time limits in any of the steps outlined above may be extended by mutual agreement.

**ARTICLE III
ADMINISTRATOR RIGHTS**

A. Required Meeting or Hearing

Whenever any administrator is required to appear before any supervisor, Board, or any committee, member representative or agent thereof concerning any matter which could adversely affect the continuation of that administrator in his/her office, position, or employment or the salary or any increments pertaining thereto, then

he/she shall be given a minimum of ten (10) days notice to appear. He/she shall be entitled to have representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of an administrator pending charges shall be with pay, unless otherwise permissible by law.

1. This right does not apply to annual evaluation conferences.

B. Just Cause Provision

No administrator shall be disciplined or reprimanded without just cause.

**ARTICLE IV
TERMS OF EMPLOYMENT**

A. Contracts

1. Notification

An administrator or supervisor shall be notified in writing by the date required by law (May 15), whether or not he/she is to be rehired for the following year.

2. Placement on Salary Schedule

An administrator being employed for the first time in the district may or may not be allowed credit on the salary guide for previous experience. The decision to credit an administrator being hired for the first time in the district for previous experience is based on the sole discretion of the Board based on the recommendation of the Superintendent. The salary will be commensurate with relation to the position title and years of experience. Said salary will not exceed or deviate from the current salary guide structure. Credit shall be given for military service.

B. Meetings & Evening Activities

1. Administrator participation in Board meetings (unrelated to matters stated in Article 3) shall be required if an agenda item pertains to the administrator.
2. Principal or designee participation in Monthly Student Awards shall be required. These awards will be given out commencing at 6:30 pm. Principals may be excused following the presentation.
3. Building administrators must be present for all school related events held in their building, unless other arrangements have been scheduled for coverage. Up to one (1) compensation day per year may be earned in consideration for attendance at such events. One (1) week minimum notice shall be given for events not previously scheduled on the school calendar.

C. Communication Devices

1. The Board agrees to cover the costs of a district issued laptop/chromebook and cell phone to all Administrators and Supervisors to facilitate the completion of their duties, allowing for incidental personal use during work hours. Administrators who incur charges/fees to the district due to overuse or misuse of district issued cell phones, may be billed for such charges/fees to reimburse the district. In lieu of accepting a district provided cell phone, the Administrator/Supervisor may elect to receive a monthly stipend in the amount of \$40.00 (forty dollars). Administrators and Supervisors are required to be available via cell phone during the work day and evening activities; therefore, each member may select which option is most practical, board supplied cell phone or board reimbursement for personal cell phone.

**ARTICLE V
ADMINISTRATOR'S WORK YEAR**

A. Work Year

1. Paid holidays will include all other legal holidays recognized by the school district. Each administrator will be granted the following amount of vacation days annually beyond the school calendar. Employees hired before

January 1, 2015 will retain their current vacation allotment of twenty (20) days annually.

- a. Fifteen (15) Days 0 through 10 years of service to the District
- b. Twenty (20) Days Over 10 years of service to the District

These days may be taken during the summer or the school year, with approval of the Superintendent with due consideration to the needs of the school district. However, no more than one hundred percent (100%) of an Administrator's annual vacation accrual may be taken during the school year. A maximum of fifty percent (50%) of an Administrator's unused annual allotment of vacation days may be carried over to the following contractual school year; carried over days shall be used following the year they are earned or else they will be forfeited. Accrued days in the final year of employment will be paid upon retirement only.

Administrators may opt to be reimbursed for up to 6 days of vacation time per year at the per diem rate of 1/260 of the administrator's base salary. Employee must make this determination and give notice to the Board prior to June 15 of each contractual year. Payment will be made to the Employee on July 15 of the same year.

- 2. The start time and ending time of work days is as follows:
 - a. The typical work day will be no less than 8 hours inclusive of a 40 minute lunch, beginning at 8am when students are present; however, an administrator is required to remain after the typical 8 hour work day to supervise after school clubs, activities, and evening events via rotating coverage.
 - b. 9am-3pm or 8am-2pm when school is not in session between September 1-June 30 when teachers and students are not present, inclusive of a 40 minute lunch.
- 3. The work year for administrators is 12 months. July 1 – June 30.
- 4. The Superintendent will seek input and advice in the development of the school calendar from the Administrative team.
- 5. The work year for Administrators shall be congruent to the District Calendar. In addition, if July 4th falls on a weekday, the District will be closed.
- 6. From the first full week following the end of the school year, when no students are present, through the last full week of August, with no vacation granted during the last week of August, administrators will have a four (4) day work week (M-Th). The workday schedule during the four (4) day work week shall be 7:30 a.m. to 3:00 p.m or 8:00 a.m. to 3:30 p.m, inclusive of 40 minute lunch.

**ARTICLE VI
SALARIES**

A. Salary

- 1. Salary adjustments shall be made effective as of July 1, of each year.
- 2. Salary increases:
 - a. 2018/2019 2.85% increase to base salary
 - b. 2019/2020 2.85% increase to base salary
 - c. 2020/2021 2.85% increase to base salary

B. Payroll Schedule, Deductions and Receipts

- 1. Each administrator employed on a twelve-month basis shall be paid in 24 equal, semi-monthly installments, on or before the 15th and 30th of each month.
- 2. Each administrator may individually elect to have a percentage of his/her salary deducted from his/her pay as a credit union deduction. These funds shall be deposited with the credit union in the administrator's name. A SWEA/SWAA determined credit union shall be established by the Board as per the Association's recommendation with the following provisions:

- a) Each administrator wishing to participate must enroll no later than July to be effective for the following academic year.
 - b) Thereafter, any such participant may withdraw or revise the amount to be deducted within the first five (5) working days of January only, provided such written notice is given to the SBA/Board Secretary prior to such date.
 - c) Administrators employed after September 1 may enroll within thirty days of commencing employment.
 - d) The Board shall have no responsibility or liability after transferring the authorized funds.
3. When a payday falls on or during a school holiday, vacation or weekend, administrators shall receive their paychecks on the last working day.
 4. The schedule of paydays shall be distributed to all administrators during or before the first week of school.
 5. An administrator who selects the option of Credit Union deductions as outlined above shall have this option continued once selected, until notification of his/her wish to discontinue is presented to the school administrator/board secretary in writing. Such notice of discontinuance must be received on or before July 1 for it to be effective for the following academic year.
 6. The per diem rate for administrators shall be 1/260 of their base salary.

**ARTICLE VII
VOLUNTARY TRANSFERS AND REASSIGNMENTS**

A. Notification of Vacancies

1. Date

The Chief School Administrator shall deliver to the association president by e-mail and post on the staff intranet in all school buildings a list of known administrative vacancies which shall occur during the following year.

2. Filing Request

Administrators who desire a change in administrative assignments may file a written statement of such desire with the Chief School Administrator. Such statements shall include the building to which the administrator desires to be assigned and must be submitted by May 1.

3. Reassignment

In the event there are no qualified volunteers to fill an administrative assignment, the superintendent may assign a qualified administrator to fill the vacant position with the provision that individual employment contract negotiations will be opened for this action, only, should the reassignment result in a change in terms of conditions that adversely effects the Association member. (i.e. The job of Director of Testing is transferred to the High School Principal and is to be accomplished in addition to all other tasks normally accomplished by the High School Principal.)

**ARTICLE VIII
ADMINISTRATOR EVALUATION**

- A. The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the expectancies of his/her performance and that, further, he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance. His or her signature on the performance evaluation will only signify knowledge and receipt, and not concurrence.
- B. The Superintendent shall establish supervisory procedures that will guarantee a minimum of two (2) written evaluations per year for each non-tenured administrator and one (1) written evaluation for each tenured administrator. Each non-tenured assistant principal shall be given two (2) written evaluations by his/her principal

and each tenured assistant principal will be granted one (1) written evaluation by his principal. All administrators' evaluations must be reviewed with the employee. All vice principals' evaluations must be reviewed and approved by the Superintendent, or his/her designee, prior to review with the employee.

C. Evaluation Procedures

1. Copies of Reports

Each administrator shall receive a copy of every written evaluation.

2. Right of Administrator to Respond

A conference shall be arranged between the evaluator and the administrator within ten (10) working days of the written evaluation. At such time, the administrator is entitled to have his/her response to the evaluation heard and appended to the evaluation report.

D. Evaluation Instrument

Any evaluation instrument and procedure will be developed with input from the Association.

E. Personnel Records

1. File

An administrator shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. An administrator shall be entitled to have representative(s) of the Association accompany him/her during such review. Documents and/or materials relating to discipline shall not be removed from personnel files unless otherwise provided. In the event that a claim or claims of discrimination, harassment and/or civil rights violations, materials relating to such claims of discrimination, harassment and/or civil rights violations shall be maintained by the district in a separate file dedicated to such claims. Any document related to discipline resulting from a claim of discrimination, harassment and/or civil rights violations will also be maintained in the employee's personnel file.

2. Derogatory Material

No material derogatory to an administrator's conduct, service, character or personality shall be placed in his/her personnel file unless the administrator has received a copy of the material. The administrator shall acknowledge that he/she has received such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no 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 reviewed by the superintendent or his designee and attached to the file copy.

3. Review of Personnel Records

At least once every three (3) years, an administrator shall have the right to indicate those documents and/or materials in his/her file, which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if in fact the Superintendent determines that the documents and/or materials are obsolete or otherwise inappropriate to retain, they shall be destroyed.

**ARTICLE IX
COMPLAINT PROCEDURE**

A. Procedural Requirement

Any complaint regarding an Administrator should be resolved at as low a level and as informally as possible. The immediate superior should make every effort to ameliorate this problem. Failing in this, the complaint will be passed through the chain of command up to the Superintendent. If after failing to gain satisfaction, the complainant still desires to register a formal complain with the Board, the Complainant may do so. The Administrator shall be given an opportunity to respond to and to rebut such complaints and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint(s).

B. Right to Representation

The administrator shall have the right to be represented by the Association at any meeting or conferences regarding such complaint.

**ARTICLE X
TEMPORARY LEAVES OF ABSENCE**

A. Personal Illness

1. Sick leave is defined as absence from work because of their own or an immediate family member's illness, injury or contagious disease as stated in N.J.S.A. 18A:30-1.

The regular yearly allowance for sick leave without loss of pay shall be seventeen (17) days. Such sick leave allowance is cumulative with continuous employment with the school district from year to year. If an administrator has more than 15 leave days (sick plus personal) at year end, all days above 15 shall be transferred to the sick bank. All time granted under this Article shall run concurrent to any qualifying leaves granted under applicable family leave laws.

B. Sick Leave Bank

2. The Association will create a "Sick Day Bank" for its members. Each administrator may elect to contribute up to 8 sick days per year. When an association member has exhausted all earned and accumulated leave time, they may request a specific number of days from the sick day bank. The Association shall be the administrator of the bank and shall approve the allocation of the days.

1. Purpose:

A sick leave bank ("bank") shall be established for the purpose of providing a paid leave of absence to bargaining unit members who are absent for an extended period due to a "serious illness or injury" and have exhausted their paid leave benefits. The bank will utilize a voluntary donation program and allow employees to voluntarily donate accrued unused sick leave, vacation or personal days to the bank. The bank will be established in accordance with N.J.S.A. 18A:30-10 to 13. Participation in the sick leave bank is strictly voluntary.

2. Definition of Serious Illness of Injury:

For purposes of this provision, a serious illness or injury is defined as a serious illness, injury, life condition, impairment or physical or mental condition or combination of conditions present for a minimum of thirty (30) consecutive calendar days. The Board may waive the minimum absence requirement where circumstances are appropriate.

3. Establishment of Committee:

Pursuant to N.J.S.A. 18A:30-11, the bank shall be administered by a "Committee" which shall be comprised of three (3) members annually selected by the Board of Education and three (3) members annually selected by the Association. No day of leave which is donated to the sick leave bank by an employee shall be drawn by that employee or any employee from the bank unless authorized by a majority the Committee in order to provide sick leave. The Committee shall establish standards and procedures in accordance with state law and the following rules and regulations:

- a) Eligibility to participate in bank:

- i. All permanent full-time with twenty (20) or more accumulated sick days shall be eligible for participation in the sick leave bank after one (1) full year of employment with the district unless otherwise authorized by a majority of the Committee.

- ii. All eligible employees who wish to participate in the sick leave bank must make an initial contribution of two (2) earned and accumulated sick leave days to the bank upon enrollment.

- iii. Only when the number of days in the bank falls below 50, each employee who wishes to remain in the bank must contribute one (1) additional day(s) to the bank to maintain coverage.

- iv. Participation in the sick leave bank is strictly voluntary.
- v. Members of the bank may withdraw from coverage by requesting to withdraw in writing to the Committee. Unit members may join during the enrollment period.
- b) Enrollment period: From September 1 to September 30, all employees will be given the opportunity to enroll in the bank.
- c) Requests to use the bank:
 - i. Any employee may request to use the bank if she/he has donated a minimum of two (2) earned and accumulated sick days.
 - ii. An employee requesting to use sick leave from the bank must have exhausted all of their earned and accumulated leave time (including vacation, sick, and personal).
 - iii. All donated leave must be used in whole-day units, regardless of whether the employing donating the leave is a full-time or part-time employee.
 - iv. Sick leave drawn from the bank shall be treated for all purposes as if it were accrued sick leave time of the employee who receives it. Employees who receive days from the sick leave bank shall be compensated at their regular rate of pay.
 - v. An employee who is eligible to use bank days may use a maximum of ninety (90) bank days in any one school year for each covered illness, at which time the individual may reapply for use of days from the sick leave bank.
 - vi. An eligible employee who does not use the maximum amount of allowable sick leave days from the bank cannot automatically extend the remaining available leave to the next school year. Beginning with the new school year, an employee who is unable to return to work must first use his/her accumulated sick leave days before drawing upon the bank.
 - vii. If at any time an employee returns to work after utilizing sick leave days from the bank, the employee would be required to reapply for permission to use sick leave days for any subsequent absences during that school year or in following school years.
- d) Verification of claim for sick leave: Verification of continued illness or injury will be required at reasonable intervals as determined by the Committee and includes, but is not limited to, a diagnosis from a qualified medical expert that indicates the employee suffers from a serious or life threatening medical condition that will have a dire medical impact on the employee.
- e) An employee's use of the bank shall be subject to the final approval of the Committee. Final decisions regarding utilization of sick days from the bank rest in the discretion of the Committee and shall be granted on a case by case basis.
- f) The decisions of the Committee in this regard shall be final and binding and shall not be reviewable by a court or agency of competent jurisdiction.
- g) All donations of sick leave or personal days are irrevocable and donor employees may not receive compensation in any form for the donation of their leave days. All unused donated sick days remaining in the bank will remain in the bank from year-to-year.
- h) Nothing herein shall be constructed or implied as a waiver of the Board's or a participating employee's rights and obligations under N.J.S.A. 18A:1-1 et seq. or N.J.A.C. 6A-1:1 et seq.

B. Legal

There shall be no loss in pay for a required appearance in a court of law for District business unless the appearance is required as a result of the commission of a crime by the administrator. An administrator taking legal action against the Board of Education, District or any administrator of the District will not be eligible for a paid leave under this provision.

C. Personal Days

1. An allowance of up to three (3) days, subject to the approval of the Superintendent or designee, for matters that cannot be scheduled outside of the regular work day.
2. All unused personal days per year shall be converted to sick leave days each school year to be carried over cumulatively the succeeding year. If an administrator has more than 15 leave days (sick plus personal) at year end, all days above 15 shall be transferred to the sick bank.

D. Bereavement Leave

Leave without loss of pay may be granted as noted in the following breakdown:

- Up to (5) days for a death in immediate family (spouse, child, or parent, mother-in-law, and father-in-law).
- Up to three (3) days without loss of pay may be granted in the event of the death of a sister, brother, grandparent, grandchild.
- One (1) day without loss of pay in the event of the death of a brother-in-law, sister-in-law, uncle, aunt, niece, or nephew.
- Additional bereavement days may be granted on a case by case basis by the Superintendent.
- All leave days are to be used within sixty (60) days of death.

E. Good Cause

Leaves of absence with pay may be recommended by the Superintendent for approval by the Board for good reason. Other requests for emergency and/or personal leave, without pay, shall be at the discretion of the Superintendent with approval by the Board. All time granted under this Article shall run concurrent to any qualifying leaves granted under the New Jersey Family Leave Act or the Family Medical Leave Act.

F. Professional Days

A minimum of four (4) Professional days for the purpose of attending workshops or conferences of an educational nature shall be granted to each administrator subject to the approval of the Superintendent. Upon the recommendation of the Superintendent and approval by the Board of Education, additional Professional days may be granted to an administrator or supervisor for study, scholarship, fellowship, travel, or other reasons of value to the school district. Salary compensation as well as expenses for the requested leave will be negotiated and considered as part of the Superintendent's recommendation to the Board of Education.

**ARTICLE XI
EXTENDED LEAVES OF ABSENCE**

A. Disability Leave

1. An employee who is unable to work due to a disability may request a leave of absence for the period of time related to the disability. Unless the employee on leave has sick leave available and is otherwise able to use sick leave, such leave of absence shall be without pay. A leave of absence for a disability shall be granted solely at the discretion of the Board and in accordance with applicable laws.
2. Leave of Absence related to pregnancy shall be granted for the period of time during which a Administrator is unable to perform her duties due to her disability directly related to the bearing and delivery of a child.
3. The Board reserves the right to request that an employee applying for leave submit a statement of health from his/her physician
4. All time granted under this Article shall run concurrent to any qualifying leaves granted under applicable family leave laws.

B. Child Care Leave

1. The Board may grant voluntary unpaid leaves of absence for the purpose of child care to staff members who fulfill the requirements set below. Child care leave is available to eligible administrators either through the applicable family leave laws and/or through the provisions of this article.
2. Such leave generally will be for one-half or one full calendar year at the request of the Administrator, subject to the recommendation by the Superintendent and approved by the Board of Education. Extensions may be granted at the complete discretion of the Superintendent with approval by the Board of Education.
3. An administrator desiring an unpaid leave under this Section shall apply no less than 90 calendar days before the anticipated leave. In the case of an adoption, notice shall be given to the Superintendent and the Board when application for the adoption is made. In such cases, application shall be made for a specific leave period as soon as the administrator is informed of the custody date.
4. An administrator may continue to participate in the district's medical insurance programs at their own expense while on Board approved unpaid leave, except as otherwise provided by law.

C. Accumulative Sick Leave

Unused sick leave days shall be accumulated from year to year with no maximum limit; however, no single year can exceed 15 accumulated sick leave days. See Article X for Sick Bank Leave transfer requirement.

1. Notification of Accumulation

Administrators shall be given a written accounting of accumulated sick leave no later than July 20 of each school year.

2. Payment for unused sick leave for administrators

All members of this negotiation unit upon retiring from the Swedesboro-Woolwich School District and entering the TPAF pension program shall be compensated for accumulated sick leave. The Board will pay for unused, accumulated sick days in the following manner:

Upon retirement, early or otherwise, from the district, Administrators with at least ten (10) years of administrative service (*) in the Swedesboro-Woolwich School District will be reimbursed at a rate of one hundred dollars (\$100.00) per day for unused sick days up to a maximum of fifteen thousand dollars (\$15,000.00). Payment for deferred retirements will be paid in accordance with this Article after the actual effective date of the retirement.

* Years of service to Administrators who have worked in the school district in other capacities before January 1, 2015 will be grandfathered and recognized.

This compensation will not be payable when an administrator is separated from his/her employment for just cause, either through discharge or resignation directly related to this just cause.

D. Special Consideration Leave

An administrator may request an unpaid leave of absence for one (1) school year. The reason for the request shall be at the discretion of the administrator. Such request for an unpaid leave shall be submitted in writing to the Superintendent by April 1 of the school year preceding the requested leave school year, except in an emergency as approved by the Board. The request shall be approved at the sole discretion of the Board.

**ARTICLE XII
PROFESSIONAL GROWTH**

A. Pay and Expenses for Required Training

The Board will pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other sessions which an administrator is required and/or requested by the administration to take.

B. Payment and Expenses for Tuition

The Board will reimburse administrators 100% of the cost of tuition, fees, and books up to a maximum of \$3,000 per employee each year respectively and part-time administrators, which include the aforementioned, a percentage of these figures (i.e. 1/5 to 1/4) per school year for college courses at an accredited academic institution provided:

1. The course must be for current or future job responsibilities and must be approved by the Superintendent prior to the time it is taken.
2. The graduate course is successfully completed and evidence to this effect is submitted to the Superintendent. To receive reimbursement, the eligible persons must have received a grade of "B" or better.
3. Evidence of institutional accreditation, as determined by the NJ Department of Education, the cost, and charges (i.e. checks, receipts, etc.) must be presented upon application for reimbursement. Failure to do so will result in a denial of reimbursement.
4. Tuition reimbursement shall be based on the rate paid by the administrator.

<u>Course Completion Date</u>	<u>Reimbursement</u>
Summer Semester (courses taken June, July, August)	October 15
Fall Semester (courses taken September-December)	February 15
Spring Semester (courses taken January-June)	June 30

5. Any eligible persons receiving tuition reimbursement must complete one year of employment with the district following the receipt of reimbursement. If the person does not complete one year of employment with the district following receipt of reimbursement and becomes employed in another educational institution within 35 miles of the District, then the person will reimburse the district 50% of the preceding year's reimbursement. For example, if a person receives reimbursement for a course(s) on February 15 and is no longer employed by the district on the following February 15 then 50% of the reimbursement received by the person will be paid back to the district.

In the case where an administrator applies for a position within the District but is denied that position for which the administrator's degree and/or certification was paid for under this provision, the administrator will not be required to pay back the District.

6. Each administrator may opt to attend a national or international conference in lieu of requesting tuition reimbursement. For each administrator who chooses to use this option, the Board shall pay and/or reimburse each administrator up to Three Thousand Dollars (\$3,000.00) dollars per contractual year. Attendance requires Superintendent pre-approval.

C. Professional Memberships

Up to three professional memberships for NJPSA, NJASCD, GCASE, NJASA and GCAEMSA (or similar) for each administrator shall be paid by the Board. Any amount in excess of two thousand five hundred dollars (\$2500.00) will require recommendation of the Superintendent and approval by the Board of Education.

D. Professional Development

Expenses for budgeted in-state and/or out-of-state workshops, conventions, and professional development, approved by the superintendent, shall be paid by the Board.

E. Related Expenses

The use of a personal vehicle shall be considered a legitimate job expense if use of a personal car is for approved special or emergency purposes upon presentation of proof of valid drivers' license, insurance and only at a mileage reimbursement rate approved by the State of New Jersey.

F. Advanced Educational Achievement

All Administrators obtaining Masters+15, Masters+30, or Doctorate, shall receive additional annual compensation as outlined below. Only graduate level credits received from an accredited academic institution shall be recognized for this.

- MA+15: Fifteen Hundred Dollars (\$1500.00)
- MA+30: Two Thousand Dollars (\$2000.00)
- Doctorate: Three Thousand Dollars (\$3000.00)

G. Longevity

Administrators remaining in an administrative role for the timelines (*) listed below shall be eligible for additional annual compensation as outlined below.

10-14 Years: Seven Hundred Fifty Dollars (\$750.00)

15-19 Years: Thirteen Hundred Dollars (\$1300.00)

20-24 Years: Eighteen Hundred Dollars (\$1800.00)

Over 25 Years: Two thousand two hundred fifty (\$2250.00)

* Years of service for Administrators who have worked in the school district in other capacities before 1/1/2015 will be grandfathered and recognized.

ARTICLE XIII

HEALTH BENEFITS: all subject to discussion

- A. The Board of Education agrees to contribute for each administrator who participates in a Board approved health benefits plan. All employees of the Board of Education as of June 30, 2012 shall be grandfathered and be eligible to receive contributions from the Board as specified in this Article.
1. The Board of Education will contribute a proportionate amount of the premium cost for individual and family benefits/medical coverage that is equal to or better than the current Amerihealth or Aetna plan.
 2. The Board of Education will contribute a proportionate amount of the premium cost for individual and family Prescription Plans that is equal to or better than the current Horizon plan. The benefit includes the following employee purchasing costs: \$30.00 Brand Name, \$15.00 Generic, 1x mail order co-pay.
 3. The Board of Education will pay one hundred (100%) percent of the cost of dental insurance coverage that is equal to or better than the current Delta Dental Plan of New Jersey.
 4. Administrators hired after February 1, 2017 will be placed in the 30/30 medical plan or opt for any lower cost plan available at that time. The BOE will provide one Prescription plan: 15/30/1x copay.
 5. Pursuant to existing Board policies and practices, an administrator may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. If an administrator chooses not to take the district's health, prescription and or, dental insurance benefits, he/she will be reimbursed in the amount of \$1,500 (paid in two equal installments of \$750 on December 15 and June 15). If an administrator chooses to take the district's health, and or, dental insurance benefits, the association agrees to contribute toward the premium costs set forth in Exhibit "A" of this Agreement.

**ARTICLE XIV
DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of and continue in effect through or until a successor agreement has been completely negotiated.
- B. The Board shall provide each administrator with a copy of the current contract at Board expense.
- C. In witness whereof the Board and the Association have caused this agreement to be executed by their duly authorized representatives.

President of Board
Jaclyn Dopke

President of SWAA
Robert Titus

Chairperson of Negotiating
Board of Education Committee
Michelle VanDiehl

Chairperson of SWAA Committee
Heather Worrell

Secretary Board of Education
Christopher DeStratis

APPENDIX A

* Member contribution is a minimum of 1.5% of base salary towards Health Benefits. All percentages below are adjusted to reflect negotiated employee contributions.

The Association agrees to keep the current rates of employee contributions (2% less than the P.L. 2011 c. 78 rates) with the understanding and option of opening the contract and renegotiating this issue based on new applicable legislation from New Jersey and/or SWEA negotiation results.

HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE

(PERCENTAGE OF PREMIUM)

<u>Salary Range</u>	<u>Employee Premium Contribution</u>
less than 20,000	2.50%
20,000-24,999.99	3.50%
25,000-29,999.99	5.50%
30,000-34,999.99	8.00%
35,000-39,999.99	9.00%
40,000-44,999.99	10.00%
45,000-49,999.99	12.00%
50,000-54,999.99	18.00%
55,000-59,999.99	21.00%
60,000-64,999.99	25.00%
65,000-69,999.99	27.00%
70,000-74,999.99	30.00%
75,000-79,999.99	31.00%
80,000-94,999.99	32.00%
95,000 and over	33.00%

HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE

(PERCENTAGE OF PREMIUM)

<u>Salary Range</u>	<u>Employee Premium Contribution</u>
less than 25,000	1.00%
25,000-29,999.99	2.00%
30,000-34,999.99	3.00%
35,000-39,999.99	4.00%
40,000-44,999.99	5.00%
45,000-49,999.99	7.00%
50,000-54,999.99	10.00%
55,000-59,999.99	12.00%
60,000-64,999.99	15.00%
65,000-69,999.99	17.00%
70,000-74,999.99	20.00%
75,000-79,999.99	21.00%
80,000-84,999.99	22.00%
85,000-89,999.99	24.00%
90,000-94,999.99	26.00%
95,000-99,999.99	27.00%
100,000-109,999.99	30.00%
110,000 and over	33.00%

HEALTH BENEFITS CONTRIBUTION FOR
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM)

<u>Salary Range</u>	<u>Employee Premium Contribution</u>
less than 25,000	1.50%
25,000-29,999.99	2.50%
30,000-34,999.99	4.00%
35,000-39,999.99	5.00%
40,000-44,999.99	6.00%
45,000-49,999.99	8.00%
50,000-54,999.99	13.00%
55,000-59,999.99	15.00%
60,000-64,999.99	19.00%
65,000-69,999.99	21.00%
70,000-74,999.99	24.00%
75,000-79,999.99	25.00%
80,000-84,999.99	26.00%
85,000-99,999.99	28.00%
100,000 and over	33.00%