

CONTRACTUAL AGREEMENT

JULY 1, 2021 - JUNE 30, 2024

AUDUBON ADMINISTRATORS ASSOCIATION - AUDUBON BOARD OF EDUCATION

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AAA Contract

ARTICLE I PREAMBLE

This Agreement entered into by and between the Audubon Board of Education of the Borough of Audubon in the County of Camden and the State of New Jersey, hereafter called the "Board," and the Audubon Administrators Association, hereafter called the "Association."

ARTICLE II RECOGNITION

- A. The Association recognizes the Board as the representative of the government of the State of New Jersey charged with the responsibility under the law of operating public schools in the Borough of Audubon.
- B. In accordance with N.J.S.A. 34:13A-1 et. seq., the Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for Principals, Assistant Principals, the Supervisor of Special Services, or any other administrative position resulting from retitling and/or the realignment of duties currently discharged by this group employed by the Board, when these positions are offered as positions on the Administrative team. All terms and conditions of this contract, with the exception of salary, shall apply to all Administrators currently employed by the Board of Education regardless of their administrative position or assignment.
- C. Further, it shall be understood by both parties that the term "Administrators" as used in this Agreement shall refer only to all those mentioned in B above.

ARTICLE III NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation for a successor Agreement in accordance with N.J.S.A. 34:13A-1 et. seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of Administrators' employment. Such negotiations shall begin in accordance with the rules and regulations of the Public Employment Relations Commission in the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall be reduced to writing, signed by the Board and the Association, ratified by the Association and be adopted by the Board by a majority vote at a public meeting.
- B. 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.
- C. The Board and the Association agree to work cooperatively to implement the Agreement herein set forth within all applicable laws of the State of New Jersey.

ARTICLE IV GRIEVANCE PROCEDURE

Definition

A "grievance" shall mean a complaint by an Administrator of the Audubon School System that there has been to him/her a personal loss because of a violation, misinterpretation or inequitable application of the specific provisions of this contract. A grievance, to be considered under this procedure, must be initiated by the aggrieved person within fifteen (15) calendar days of its occurrence.

Procedure

1. All meetings and hearings under this procedure shall be conducted in private and shall include only interested parties and/or their designated or selected representatives.
2. Any employee who has a grievance shall discuss it first with his/her supervisor in an attempt to resolve the matter informally at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her grievance in writing to his/her Superintendent specifying:
 - a. the nature of the grievance, including specific clause alleged to be violated,
 - b. the nature and the extent of the loss,
 - c. the results of previous discussions,
 - d. his/her dissatisfaction with decisions previously rendered.
4. The Superintendent shall communicate his/her decision to the employee in writing within ten (10) school days of receipt of the written grievance.
5. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance. The Board, at its option, may hold a hearing with the grievant within fifteen (15) calendar days of receipt of the grievance and render a decision in writing and forward copies thereof to the grievant and to the Association within twenty (20) calendar days after the hearing. If no hearing is granted, the Board will render a decision in writing to the grievant and to the Association within thirty (30) calendar days of the date of the receipt of the grievance.
6. If the employee is dissatisfied with the decision of the Board of Education, the Association may, on the employee's behalf, request the appointment of an arbitrator, such request to be made known to the Superintendent no later than five (5) school days after the decision in writing of the Board of Education was made known to the employee or his/her representative.

Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If both parties are unable to agree upon an arbitrator or to obtain such a

commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the Rules and Procedures of the Public Employment Relations Commission (PERC) in the selection of an arbitrator.

The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/She can add nothing to, nor subtract anything from the agreement between the parties. The recommendations of the arbitrator will be binding on both parties. Only the Board and the aggrieved and his/her representative shall be given copies of the arbitrator's report of findings and recommendation. This shall be accomplished within thirty (30) days of the completion of the arbitration hearings.

Costs

- a. Each party will bear the total cost incurred by themselves.
- b. The fees and reasonable expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally.
- c. Effort will be made to hold arbitration hearings at a convenient time and place for all interested parties. In the event a hearing is mutually scheduled during the regular work day, the grievant shall suffer no loss in pay or paid leave.

Right to Representation

7. Rights of Administrators to representation shall be as follows:

- a. Any grievant may be represented at all stages of the grievance procedure by him/herself, or, at his/her option, by (a) representative(s) and/or an attorney selected and approved by the Association.
- b. When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at any level be notified that the grievance is in process, and 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.
- c. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievance.

Separate Grievance File

8. 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.

Meetings and Hearings

9. No meeting or hearing conducted under this procedure shall be public.

Procedure

10.
 - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
 - b. The time limit at any step may be extended by mutual agreement of the parties.
 - c. It is understood that Administrators shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules, regulations and policies of the Board until such grievance and any effect thereof shall have been fully determined.

ARTICLE V BOARD RIGHTS

- A. The Board reserves to itself sole jurisdiction, authority and responsibility over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, and N.J.S.A. 34:13A-1 et. seq. (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE VI ADMINISTRATIVE WORKLOAD

- A.
 1. The normal total working hours for Administrators shall not exceed eight (8) hours per day.
 2. All Administrators will report ten (10) minutes before staff arrival. Adjustments to reporting time may be made by the Superintendent in order to provide optimum coverage for the supervision of buildings and events.
 3. Each Administrator may, if he/she wishes, remain on a voluntary basis in his/her normal workplace beyond the eight (8) hours per day during days that school is in session for the students.

4. If the Superintendent requires that an Administrator remain beyond the normal eight (8) hour day, the Administrator may do so with a mutually agreed upon method of compensation being provided. The time required herein does not apply to evening assignments contained in Section B (1) of this Article.
5. All District Administrators shall be entitled to a fifty (50) minute duty-free lunch period.
6. Any Administrator required and/or requested to work beyond the normal administrative day (e.g. district committee work; training; etc.) may be compensated as per the Agreement between the Audubon Board of Education and the Audubon Education Association.

B.

1. Each Administrator shall be expected to perform up to thirty (30) evening assignments during the contract year. The Administrator may, however, if he/she wishes, attend more than thirty (30) evening functions per year at no expense to the Board.
2. The selection of these assignments will be determined by the Superintendent.
3. If the Superintendent requires the Administrators to be on duty beyond thirty (30) evenings per year, the Administrators may do so with a mutually agreed upon method of compensation being provided.
4. The extra assignment shall not exceed three hours. If the extra assignment requires more than three hours, the Administrator may count the extra time towards an additional assignment or request through the Superintendent a mutually agreed upon method of compensation.
5. Due to the nature of the position Article VI B. 1 does not apply to the Athletic Director. Compensatory time will be made available to the Athletic Director at the discretion of the Principal and/or Superintendent.

C. All appropriate administrators shall be consulted and given the opportunity to respond thirty (30) days prior to any reduction, adjustment of working assignments or transfer involving professional, custodial or clerical staff under their supervision.

ARTICLE VII WORK YEAR

- A. Administrators shall be required to work the school calendar established for teachers.
During the summer holidays shall be:
 July Fourth
 Labor Day
- B. An Administrator who wishes to work on any of the above holidays may with the approval of the Superintendent of Schools schedule an alternative day off, which may be taken only on a day when students are not in session.

ARTICLE VIII VACATION

A. Administrators shall be required to work the school calendar established for teachers.

1. In addition to A above, twelve month Administrators shall be entitled to vacation according to the following paid vacation guide:

<u>Years of Service</u>	<u>Vacation</u>
0 - 10 Years	15 Days
11- 20 Years	20 Days
21 Plus Years	1 Additional Day per year of service to a limit of 25 days.

2. Years of service will be determined by administrative experience plus, for Administrators transferring from another unit in the district, one half (1/2) of all in-district, non-administrative experience will apply.

B. All vacations are paid vacations and may be taken any time within the calendar year upon approval of the Superintendent of Schools.

C. Administrators may carry over no more than thirty (30) vacation days from one year to the next.

D. Administrators who retire from or leave the district shall be compensated for all unused vacation days to which the Administrator is entitled in the year in which he/she leaves.

E. When Administrators retire from the district under the pension law, they shall be compensated at the Administrator's current per diemrate for each unused vacation day up to a maximum of fifty (50), including those carried over from the past year and those to which the Administrator is entitled in the year in which he/she leaves. If notice of intent to retire is received after January 1st, the Administrator will receive payment for unused vacation days that were allotted in the current year. Any carry over vacation days that the Administrator has accumulated will be paid on July 30th of the following budget year.

F. It shall be the responsibility of the Superintendent's office to verify in writing by September 30 of each year the number of vacation days available to each Administrator.

G. In the event of an Administrator's death while employed by the Board, his/her estate shall receive full compensation for each unused vacation day as defined in Article VIII, Sections E and F above at the Administrator's current per diemrate.

H. At the discretion of the Superintendent, Administrators may be permitted to carry over comp days received as a result of participation in computer training or other activities beyond the regular school day.

- I. Any monetary compensation owed to an Administrator under the terms of this Article shall be paid within fifteen (15) days of the Administrator’s last working day in the district in a lump sum unless the total amount of all compensation is in excess of \$30,000, in which case the payout may be made in three equal payments over three years (first payment within fifteen (15) days and subsequent payment dates to correspond to the anniversary of the leave date). Said payment(s) may, at the direction of the administrator in writing to the business office, be made to the administrator’s 403(b) account. In the event that the administrator is not enrolled in a 403(b) account, payment will be made directly to the administrator under the above parameters.

ARTICLE IX SICK LEAVE

- A. All Administrators shall receive fifteen (15) sick leave days per year. Unused sick leave shall be accumulated from year to year in accordance with N.J.S.A. 18A:30-3. The need for presentation of a medical certificate after sick leave shall be at the discretion of the Superintendent.
- B. When an Administrator retires from the district, he/she shall be reimbursed for up to one hundred (100) unused sick days accumulated while employed by the Audubon School District at the following rate:

Year 2021-2022	-	50% of per diem rate based on 240 contract days.
Year 2022-2023	-	50% of per diem rate based on 240 contract days.
Year 2023-2024	-	50% of per diem rate based on 240 contract days

- C. Notice of intent to retire shall be received in the Superintendent’s office by January 1 of the retirement year for staff member to receive payment by August of that year. Notice not received by January may result in delay of payment until the second August following retirement. The Board will consider emergency retirement on an individual basis. Staff members may opt to defer payment for up to one (1) year after retirement.
- D. In the event of an Administrator’s death while employed by the Board, his/her estate shall receive full compensation for each unused sick day under the terms of B and C above at the Administrator’s current sick day above cited rate.
- E. The Board will each year pay a stipend to Administrators who accrue perfect attendance the preceding year. Perfect attendance is defined as use of no sick days and no more than one personal day excluding religious holidays. The stipend will be:

Years 2021-2024	\$250
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- G. Any monetary compensation owed to an Administrator under the terms of this Article shall be paid within fifteen (15) days of the Administrator’s last working day in the district in a lump sum unless the total amount of all compensation is in excess of \$30,000, in which case the payout may be made in three equal payments over three years (first payment within fifteen (15) days and subsequent payment dates to correspond to the anniversary of the leave date). The cap of \$15,000 will only apply to all employees hired after May 21, 2010 as per NJSA 18A:30-3.6

ARTICLE X TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of each school year, Administrators shall be entitled to the following temporary leaves of absence with full pay each school year:

1. Personal - Five (5) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application to the Superintendent of Schools for personal leave shall be made at least five (5) days before taking such leave (except in cases of emergencies) and the applicant for such leave shall be required to state the reason for taking such leave in accordance with the above language. At the end of each school year, any unused personal days will be converted to sick leave and added to the Administrator's accumulated total.
 - a. In cases where the number of personal days taken by members of the Association on any one day would substantially interfere with the operation of the school, the Superintendent will have the final determination as to the allocation of personal days.
 - b. Requests for personal days that extend holidays and/or periods when school is not in session (not including regular weekends) will be granted at the discretion of the Superintendent.
2. Legal - time necessary for appearances in any legal proceeding connected with the Administrator's work or with the school system or in any other legal proceeding if the Administrator is required by law to attend as a witness.
3. Death- the following bereavement shall be granted to Administrators in the event of the death of a relative: spouse or civil union partner, ten (10) days; child, ten (10) days; parent or stepparent, five (5) days; siblings/step-siblings five (5) days; daughter-in-law, five (5) days; son-in-law, five (5) days; mother-in-law, five (5) days; father-in-law, five (5) days; brother-in-law, three (3) days; sister-in-law, three (3) days; grandmother, three (3) days; grandfather, three (3) days.

In case of death of other relatives, such as cousins, aunts, uncles, one (1) day is allowed. If a special problem exists or the deceased is a member of the immediate household, up to three (3) days will be allowed upon approval of the Superintendent. Administrators shall be granted up to one (1) day in the event of the death of an Administrator's friend.
4. Good cause - other leaves of absence with pay may be granted by the Board for good cause.
5. Illness in the immediate family (spouse, mother, father, children) - a leave of absence without pay for up to one year may be granted for the purpose of caring for a sick member of the Administrator's family. Additional leave may be granted at the discretion of the Board.

6. Graduate Study - a leave of absence of up to one year without pay may be granted for the purpose of pursuing graduate study in areas beneficial to the district. Such leaves shall be granted on a twelve month basis from September 1 to August 31. Upon return from a graduate study leave of absence, Administrators shall be placed on the salary scale at the level which they would have achieved had they remained actively employed in the district and, further, they shall be credited with all other benefits for which they would have been entitled during the period of their leave except for sick leave and vacation. Administrators granted graduate study leaves must remain employed in the Audubon School District for at least two years after their return from their leave, unless it is mutually agreed upon between the Board and the Administrator to waive this requirement. Article XIV does not apply to this leave of absence.

ARTICLE XI INSURANCE

A. The Board shall provide fully paid health insurance protection for all full-time members of the Association and their dependents, at no cost to the employee, under the School Employees Health Benefits Programs (SEHBP) and/or adhere to the State of New Jersey Pension and Health Benefits Reform: The Educators' Health Benefits Fairness Act (July 1, 2020); Chapter 44 (NJEBP). New hires as of the effective date of the Act will be placed in the Educators' health Plan. New members and existing members choosing the NJEBP will make contributions to be calculated as defined in the law. Existing employees who choose to remain in the traditional New Jersey Direct 10 or New Jersey Direct 15 health plans will have their contributions calculated at the Chapter 78 tier 4 percentages as modified below.

Health Care Adjustment

The Audubon Board of Education will provide a four (4.00%) percent discount on the current Chapter 78 rate, tier four. In the following years, the Audubon Board of Education will provide a three (3.00%) percent discount on the current Chapter 78 rates if State Aid drops below \$55,000.00. If State Aid is greater than or equal to \$55,000.00, the Board of Education will provide a four (4.00%) percent discount on the current Chapter 78 rate.

Employees enrolled in the plans offered under Chapter 44 shall not be entitled to the health care adjustment.

Co-Insurance Rebate

The Board of Education will provide a fifty (50%) percent reimbursement on the co-insurance.

1. Family Plan \$1,000.00 co-insurance -- \$500.00 reimbursement.
2. H/W and P/C Plan \$800.00 co-insurance -- \$400.00 reimbursement.
3. Single Plan \$400.00 co-insurance -- \$200.00 reimbursement.

Co-insurance will be paid through Accounts Payable, not through payroll reimbursement, to be paid out in two installments on December 15th and June 15th.

Employees enrolled in the plans offered under Chapter 44 shall not be entitled to the co-

insurance rebate.

B. Should an employee decide to decline coverage in any health plan (medical, dental, prescription), the employee shall receive twenty-five percent (25%) of the premium of that plan, or \$5,000.00, whichever is less, as per Health Care Reforms enacted in P.L.2011, C.78.

C. Employees whose spouses work in the district will receive one prescription coverage per couple.

D. Any Association member who is fully covered with medical insurance by a spouse or other means has the following options:

1. To subscribe to the current plan;
2. To receive a reimbursement of 25% of the cost of the coverage premium as outlined in Section B of this Article.
3. The above are subject to all provisions of the Health Care Reforms enacted in P.L.2011, C.78.

E. Also under the provisions of Section A of this Article the Association member reserves the right to return to the current plan at any time he/she chooses when the approved state designated enrollment period permits the same. If an Administrator's situation changes and the health coverage is no longer "double," upon written request, at that time he/she has the right to regain the coverage to which other Administrators are entitled. Additionally, administrators are eligible to enroll in the plan immediately upon a life change situation regarding loss of health care benefits of their spouse.

F. Dental and Prescription Coverage:

1. The Board agrees to provide payment of the full costs of the dental and prescription coverage for the Association members and dependents for the duration of this contract in accordance with the following provisions:
 - a. Dental Plan: \$100.00 deductible; maximum dental coverage benefit shall be \$2000 per calendar year.
 - b. Prescription Plan (Walk in and Mail Order): Per specifications of State of NJ Employee Prescription Drug Plan.
2. The parties may meet during the term of this Agreement to determine whether or not to modify the coverages for the dental and prescription program now in effect.

ARTICLE XII SALARY

- A. Salaries for Administrators shall be contained in Schedule "A" which is attached hereto and made a part hereof.
- B. All salaries shall be based on twelve (12) months employment.
 - 1. Payment of twelve (12) month employees is to be made in twenty-four (24) equal semi-monthly installments.
- C. If payday falls on a holiday or vacation day, payment will be made on the immediately preceding work day.
- D. All Administrators shall be notified of their employment status for the ensuing year no later than May 15. When a contract is issued, it shall include the Administrator's salary for the following year.
- E. Tax Shelter Programs (#4145.1)
 - 1. The Board of Education agrees to provide for its employees annuities and investment programs which meet the requirement of Section 403(b) of the United States Internal Revenue Code. The Board will make such programs available to any employee of the district as long as the program qualifies for tax sheltered status by the Internal Revenue Service. The only method of participation will be through a voluntary salary reduction agreement signed by each employee in the program.
 - 2. For a program to become eligible for certification by the Board of Education as one of the available programs, the prospective company shall submit bona fide salary reduction agreements signed by a minimum of 10 of the full time employees on the payroll for that school year.
 - 3. The Business Administrator, upon receipt of the salary reduction agreements from the company, will review the merits of the program and make a recommendation to the Board of Education to accept or reject the program.
 - 4. The Board reserves the right to use one of the approved companies as a third party payer for the distribution of all deducted funds to eliminate the additional check writing and control maintenance. Each employee and company on the signing of a deduction agreement automatically approves the third party payer program.
 - 5. Remittance of employee deductions for Tax Sheltered Annuities will be made no later than the 5th working day following the month for which deductions were made.
- F. Longevity will be given, at \$1250 per year, for each administrator who has ten (10) years of administrative experience in the district. Administrators, who have taught in district, will receive half ($1/2$) time of their teaching years totaling no more than three (3) years towards this experience.

ARTICLE XIII EVALUATIONS

A. Right to Full Knowledge

1. The Board and the Superintendent subscribe to the principle that an Administrator has the right to full knowledge regarding the judgment of his/her superiors to the effectiveness of his/her performance.
2. The Board and the Superintendent subscribe to the principle that the Administrator is entitled to receive such recommendations concerning his/her performance so as to assist the Administrator to increase the effectiveness of his/her performance.
3. The Board and the Superintendent subscribe to the principle that criticism of the Administrator's performance shall be in writing and presented well in advance of any action against the Administrator so that ample time is provided for improvement. The absence of a written evaluation of an Administrator by the Superintendent prior to April 1 shall be considered as a positive evaluation.

B. Frequency of Evaluation

1. Evaluation shall be conducted in accordance with law and regulation. The minimum number of observations for all non-tenured and tenured administrators shall in be accordance with the requirements set forth in the Teacher Effectiveness and Accountability for the Children of New Jersey ("TEACHNJ") Act (N.J.S.A. 18A:6-117 and implementing regulations (N.J.A.C. 6A:10). In addition, all non-tenured and tenured administrators shall receive an annual summative evaluation. Nothing in this article shall restrict the Superintendent and/or his/her designees from conducting additional observations of non-tenured or tenured administrators. All evaluations of the Administrator shall be in writing by the Superintendent prior to May 1.
2. All evaluations of the Administrator shall be in writing by the Superintendent prior to May 1.
3. The Professional Improvement Plan for Administrators shall be in writing by the Superintendent by June 30.

C. Evaluative Instrument

1. The instrument used to evaluate the Administrators shall be developed by the Superintendent and shall be approved by the Board of Education.
2. The evaluative instrument shall be of the type applicable to the evaluation of an Administrator of education.

D. Evaluation Procedures

1. Copies of Evaluations

- a. The Superintendent shall sign all copies of each written evaluation including the copy to be placed in the Administrator's personnel file.
- b. The Administrator shall be given a duplicate copy of each written evaluation signed by the Superintendent at least one (1) day prior to the conference with the Superintendent to discuss the evaluation.
- c. No written evaluation may become part of an Administrator's personnel file without the Administrator's opportunity for signature attesting to the fact that the contents of the evaluation are known to him/her. The Administrator's signature does not necessarily indicate agreement with the contents of the evaluation.
- d. An Administrator shall have the right, upon written request one (1) day in advance, to review contents of his/her personnel file and be able to make a copy of his/her evaluation or any other documents contained therein.

2. Right of an Administrator to Respond

- a. The Superintendent and the Administrator shall arrange a conference at a mutually convenient time for the purpose of discussing the evaluation. This conference shall be held between two (2) and seven (7) work days after the copy of the written evaluation is received by the Administrator.
- b. At the conference, the Administrator shall have the right to have his/her response to the evaluation read and attached in written form to the evaluation report.

E. Required Meetings or Hearings

1. Whenever an Administrator is required to appear before the Superintendent, Board, or any committee or representative thereof concerning any change that could result in termination of employment or withholding of an increment of that Administrator, he/she shall be given at least five (5) work days prior notice in written form of the reasons for such meeting or interview.
2. Further, the Administrator shall have the right to representation by the Association or legal counsel to advise him/her and represent him/her during such meeting or interview.

ARTICLE XIV PROFESSIONAL GROWTH AND DEVELOPMENT

A. Professional Development/Growth

1. Each Administrator shall be granted upon request and with the approval of the Superintendent an allotment to be used in the areas of professional development.

Each Administrator shall be granted upon request and with the approval of the Superintendent the following allotment to be used in the areas of professional development:

2021-2022	\$ 2400
2022-2023	\$ 2400
2023-2024	\$ 2400

Each Administrator may carry over up to \$1000 of his/her unused professional development allotment each year for the duration of the contract.

This sum may be used for convention attendance, reimbursement of tuition, attendance at professional meetings or workshops and association dues. No specific amount shall be allocated in any one category. The total for one area or any combination of areas shall not exceed the agreed upon sum per Administrator.

The Board agrees to pay fees associated with the mentoring process, including participation in the Principal's Assessment Program; however, if the Administrator leaves the district prior to three years after beginning employment with the district as an Administrator, the Administrator shall reimburse the Board for all associated fees. During the three year period, if the Administrator is not reissued a contract by the Board, he/she shall not be required to reimburse the Board for said expenses.

2. If an Administrator is required by the Board to acquire certification(s) additional to the ones currently held, the expenses resulting from the acquisition of said certification(s) shall be the responsibility of the Board. This reimbursement shall be in addition to professional growth and development funds to which the Administrator is entitled.
3. At the discretion of the Superintendent, additional funds could be awarded.

B. Professional Meeting Attendance

1. Administrators may be entitled to attend, at Board expense and with the approval of the Superintendent, relevant professional meetings during the school year.
2. The Administrator shall request permission to attend professional meetings one (1) week in advance of the meeting.

ARTICLE XV COMPLAINT PROCEDURE

- A. Any complaint regarding an Administrator made by any member of the Board, Superintendent, teacher, parent, student or other person which may influence an evaluation shall be brought to the attention of the Administrator in written form by the Superintendent. This written statement by the Superintendent shall contain the name of the complainant, the complaint, and be accompanied by a copy of the complaint in writing. Any complaint received concerning an Administrator by the Board or by the Superintendent must be presented to the Administrator within a ten (10) day period of the receipt of the complaint.
- B. The Administrator shall have the right to respond, in writing, to any such complaint within five (5) workdays after receiving it in written form from the Superintendent. This written response shall be attached to, and become part of, the original complaint.
- C. The Administrator shall have the right to be represented by the Association or legal counsel at any meeting or conferences regarding such a complaint.

ARTICLE XVI MATERNITY/CHILD REARING LEAVE

- A. The Board may remove any pregnant Administrator from her duties on any one of the following bases:
 - 1. Her work performance substantially declines from the period preceding pregnancy.
 - 2. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:
 - a. The pregnant Administrator fails to produce a physician's certificate that she is medically able to continue working, or
 - b. The Board's physician concludes she is unable to continue working.
 - 3. Any other just cause that is found to exist in N.J.S.A. Title 18A.
- B. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant Administrators on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities, as set forth in N.J.S.A. Title 18A:30-1 et. seq.
- C. Any tenured or non-tenured Administrator seeking such leave shall apply to the Board sixty (60) school days prior to the beginning of the leave. At the time of application, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require an employee to produce a certificate from a physician in support of the requested leave dates. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested dates upon finding that the grant of leave for the dates stipulated and medically

confirmed would substantially interfere with the administration of the school. Following the grant of such leave to any Administrator, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the Administrator to the Board. Such extension or reduction shall be granted by the Board for an additional period of reasonable time except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change is not medically contraindicated. The Board may require any employee to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician.

The termination date of a Maternity Leave of Absence shall be September 1 or January 1 only. Notification of intent to return from Maternity Leave, or resignation, shall be made in writing to the Superintendent of Schools sixty (60) days prior to the scheduled termination of the leave of absence. Administrators returning to employment in September shall give notice to the Superintendent no later than April 15 prior thereto.

- D. Upon return from a Maternity Leave of Absence, the Administrator shall be reinstated in her same position or a similar position for which she is qualified.
- E. The Board is under no compulsion to continue employment of a non-tenure Administrator beyond the contracted period so long as the non-renewal of employment is not based upon a condition of pregnancy or childbirth. The maternity leave period shall not be counted for tenure purposes.
- F. In any sub-section of Maternity Leave where the Administrator's physician and the Board's physician disagree concerning the Administrator's ability to continue or resume working, they shall jointly agree upon a third physician who shall examine the Administrator. His conclusion concerning the Administrator's ability to continue or resume working shall be binding upon all parties.
- G. Salary - an Administrator who worked through the last school day prior to December 31 of the preceding school year shall, upon return from leave, be placed on the next level of the salary guide. Effective salary shall be at the new salary scale.
- H. Benefits - all benefits to which an Administrator was entitled at the time her leave of absence commenced, including unused accumulated sick leave, shall be restored to her upon her return. She shall be assigned to a position within her certification.

ARTICLE XVII INSTRUCTIONAL COUNCIL

- A. If an Instructional Council is established, it shall meet not later than October 15. The purpose of the Council shall be to strengthen the educational program through research, evaluation and recommendations in all areas of instruction such as curriculum, textbook selection, materials and supplies and student evaluation. The recommendations of the Council shall be advisory only.

- B. The Council, in addition to teaching staff members, shall include Administrators. The Administrators shall be represented by a maximum of three (3) Administrators, one from the elementary schools and one from the secondary schools selected by the Association, and one (1) Administrator selected by the Superintendent of Schools. The Administrative positions shall be considered within the scope of the Administrative job description.
- C. The Council shall be authorized to establish subcommittees or ad hoc committees for specific projects.
- D. The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, association committees, administrators, board members, students and parents.

ARTICLE XVIII NON-DISCRIMINATION

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall exemplify that there is no discrimination in the hiring, assignment, promotion, transfer or discipline of administrators, or in the application or administration of this Agreement on the basis of race, creed, color, national origin, ancestry, age, sex, affectional or sexual orientation, marital status, familial status, liability in the Armed Forces of the United States, atypical hereditary cellular, or blood trait of any individual, or non applicable disability.

ARTICLE XIX PROTECTION OF EMPLOYEE'S PROPERTY AND PERSON

- A. Administrators shall report unsafe or hazardous conditions to the Superintendent. The administrator shall retain the right to file a report or complaint with the appropriate governmental agency responsible for investigating unsafe or hazardous workplace conditions..
- B. If absence arises as a result of an injury while in the performance of his/her duties, the Administrator shall be entitled to full salary and other benefits for the period of such absence and shall not forfeit any sick leave, personal days or vacation time as covered by TITLE 18A:30-2.1 Workman's Compensation Laws.
- C. The Board shall give full support, to include legal assistance and reimbursement for the cost of damaged personal property for any injury or assault upon the Administrator while acting in the discharge of his/her duties, on a case by case basis.

ARTICLE XX RETIREMENT

A. Health Insurance

1. The Board shall, as permitted under Chapter 88, "Laws of New Jersey," provide an Administrator who retires after having served the district for at least twenty (20) years and is over age 55, and is subject to carrier requirements, with a paid health care program until age 65.

This health care program will be the same as that granted to the professional teaching staff with the exception that the reimbursed coverage will be for the retired Administrator only.

2. The retired Administrator will be permitted to remain in the dental plan offered to the professional teaching staff. The retired Administrator shall pay the premiums for the retired Administrator and/or spouse who has served the district for at least twenty (20) years and is over age 55, and is subject to carrier requirements, until age 65.

ARTICLE XXI MISCELLANEOUS PROVISIONS

- A. Appropriate building and district Administrators shall be consulted and given the opportunity to make recommendations prior to the appointment of all professional and nonprofessional personnel employed in the building.
- B. Each Administrator shall be consulted in the original development of his job description and any amendments made subsequent thereto. Each Administrator shall be consulted when job descriptions are reviewed annually during the months of July and/or August.
- C.
 1. In positions covered by this Agreement, the Association shall be consulted and given the opportunity to respond thirty (30) days prior to any Board action which would result in a reduction in force; a transfer or change of work year from 12 months to 10 months; or any elimination of a position or change in position to a stipend position that would not be covered under the Administrators' negotiated agreement. While such consultation and opportunity to respond is required, it remains the responsibility and authority of the Superintendent to recommend all personnel to the Board of Education.
 2. Any tenured Administrator who is dismissed as a result of reduction in force shall be placed on a preferential hiring list as stated in 18A:28-12.
- D. Representatives of the Association shall be consulted regarding the formulation of the school calendar prior to its being adopted by the Board of Education.
- E.
 1. Administrators shall have the opportunity to initiate suggested changes in curriculum and

shall, if affected, have the opportunity to review changes in the curriculum prior to their implementation.

2. The Superintendent in consultation with the Association shall appoint a maximum of two (2) Administrators to serve on the district's Instructional Council. These Administrators shall be permitted to participate fully in the activities and discussions of the Council.

F. All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the current rate specified by the OMB mileage allowance. The Board shall cover all damages, losses, payment of deductible and increases of premium incurred by an Administrator arising out of the authorized use of his/her automobile in the performance of school duties. The exception would be in cases of gross negligence and where the Administrator was under the influence of drugs or alcohol.

G.

1. The Association may use school facilities and equipment, including computers, duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. All equipment shall be operated by competent personnel. The Association shall be responsible for any damage or repair to the equipment and pay for any supplies that are used.

2. The above privileges may be withdrawn at the discretion of the Superintendent, if abused.

H. The rights and privileges of the Association as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Administrators as defined in the unit and to no other organizations.

I.

1. The Association shall have the right to request a meeting with the Superintendent within seven (7) days notification of such meeting on a mutually agreed upon time and date.
2. The purpose of this requested meeting shall be to discuss professional concerns of the Association.

J. The Board and the Association agree that each has the right by law, without restraint or coercion, to select its own representative for collective negotiation.

K. If any provision of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

L. When a new Administrator who will be a member of this bargaining unit is hired, or when an Administrator within this unit is moved to a new position within the unit, the Association will be consulted concerning salary and conditions of employment.

ARTICLE XXII FULLY BARGAINED CLAUSE

Subject to the express terms of this Agreement and Chapter 123, Public Laws 1974, this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII DURATION

- A. This Agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2024, subject to the Association’s right to negotiate over a successive Agreement as provided in Article III. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.
- B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents and Secretaries all on the day and year above written.

ARTICLE XXIV SALARY SETTLEMENT

Year 2021-2022	-	3.10% annual salary increase
Year 2022-2023	-	3.10% annual salary increase
Year 2023-2024	-	3.00% annual salary increase

AUDUBON BOARD OF EDUCATION

BY: *Ammie R. Davis*
President

BY: *Deborah J. Bonneau*
Secretary

Date: 2/15/23

AUDUBON ADMINISTRATORS ASSOCIATION

BY: *Bonnie J Smeltzer*
Print Name: Bonnie J Smeltzer

BY: *Anthony Carbone*
Print Name: Anthony Carbone

Date: 1/8/22