

AGREEMENT

East Rutherford Board of Education

With

East Rutherford Administrators' Association

2023-2024

2024-2025

2025-2026

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PREAMBLE

This Agreement, made as of July 1, 2023, by and between the Board of Education of East Rutherford, County of Bergen, New Jersey, hereinafter called the "Board" and the East Rutherford Administrator's Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing the children of the East Rutherford School District a quality education is their mutual aim and that the character of such education depends predominately upon the quality and morale of the administrative staff, and

WHEREAS, the members of the administrative profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 23, Public Law of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this AGREEMENT,

In consideration of the following mutual covenants, IT IS HEREBY AGREED as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as exclusive and sole representative for all collective negotiations concerning the terms and conditions of employment for all certificated administrators including Principals, Director(s) of Student Services, and Supervisors (other than Superintendent of Schools and School Business Administrator), whether under contract, on leave, or to be employed by the Board.

- B. Unless otherwise indicated, the term "Administrators", when used hereafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as defined above.

- C. Prior to September 30th of each year, or at least thirty (30) days prior to the Association's rights to negotiate a successor agreement as provided in Article II hereof, the Association will, at the written request of the Board, submit proof to the Board that it is still the majority representative of the negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations concerning a successor agreement in accordance with Chapter 123, Public Law of 1974.

- B. Negotiations will begin not later than December 1st of the calendar year preceding the calendar year in which this Agreement expires. In the event either party desires a change in the current Agreement, notice shall be given to the other party by certified mail, return receipt requested, to be received not later than December 1st, setting forth which Articles are to be negotiated, it being understood that every Article to be so negotiated must be specifically set forth in said notice. If such notice is not received by the other party by December 1st, as aforesaid, the terms and conditions of the Agreement will continue for a full year following its expiration date.

- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument mutually agreed upon, in writing, duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

The term "grievance" means a complaint by any Administrator or group of Administrators that refers to an interpretation, application, or violation of policies, agreements, or administrative decisions affecting terms and conditions of employment.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instance: The failure or refusal of the Board to renew a contract of a non-tenured Administrator.

The term "representative" shall include any organization, agency or person authorized or designated by any Administrator or any group of Administrators, or by a public employee's association, or by the Board to act on its behalf and to represent it or them.

The term "immediate superior" shall mean the person to whom the aggrieved Administrator is directly responsible under the Table of Organization prevailing in this school district.

The term "party" means an aggrieved Administrator or the Board.

The term "day" shall mean a regularly scheduled day when the Administrators are required to be on duty.

B. PROCEDURE

1. The aggrieved Administrator shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he/she would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) calendar day period shall be deemed to constitute an abandonment of the grievance.
2. The aggrieved person and/or his/her representatives shall have access to all written records within his/her own personnel folder in the presence of the Superintendent, or designee, within forty-eight (48) hours of the request.
3. An Administrator or his/her representative processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
4. In the presentation of a grievance, the Administrator shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal. A minority organization shall not have the right to present or process a grievance.
5. Whenever the Administrator appears with a representative, the Board shall have a right to designate a representative to participate at any stage of the grievance procedure.
6. The aggrieved party shall file a written grievance with the Superintendent. A hearing shall be scheduled by the Superintendent within fifteen (15) days following receipt of the written grievance. A decision shall be rendered within ten (10) days of the hearing.
 - (a) The written grievance submitted to the Superintendent shall specify the following:
 - (1) the date of occurrence giving rise to the grievance;
 - (2) the date the grievance is filed;
 - (3) the nature of the grievance;

- (4) the specific provisions of the contract or specific Board Policy allegedly violated;
- (5) the remedy being sought; and
- (6) all documents supporting the grievance, with copies attached.

7. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the Administrator and his/her representative, if there be one, of his/her determination.

8. In the event of the failure of the Superintendent to act in accordance with the provision of paragraphs 5 and 6, or in the event a determination by him/her in accordance with the provisions thereof is deemed unsatisfactory by either party, within ten (10) days of the determination by him/her, the aggrieved Administrator may appeal to the Board of Education, specifying in writing, the following:

- a. The nature of the grievance;
- b. The results of the previous discussion;
- c. The basis of his/her dissatisfaction with the determination.

If the grievance is not submitted to the Board of Education within ten (10) days, the matter will automatically be considered resolved.

9. Where an appeal is taken to the Board, there shall be submitted by the appellant the writing set forth in Paragraph 7, and a further statement in writing, setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

10. If the appellant, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal based upon the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material.

Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests, in writing, a hearing before the Board, a hearing shall be held on a date and at a time agreed upon by both parties.

Said hearing must be held within ten (10) days following receipt of appellant's written request.

11. The Board shall make a determination within thirty (30) days from the date of said hearing or meeting regarding the grievance and shall, in writing, notify the aggrieved Administrator, his/her representative, if there be one, and the superintendent of its determination. This time may be extended only upon the written mutual agreement of the parties.

12. In the event an Administrator is dissatisfied with the determination of the Board, he/she shall have the right to request advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974.

A request for advisory arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved Administrator and the Board shall mutually agree upon a longer period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties, and each of the parties shall bear his/her own costs.

13. In the event a grievance should be filed by any Administrator, he/she shall discuss his/her grievance initially with the Superintendent. If dissatisfied with the

determination, he/she may appeal to the Board in accordance with the provisions herein set forth.

14. In any case where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved Administrator may appeal to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same has been brought to the Administrator's attention, by filing with the Secretary of the Board a writing setting forth:
 - a. The order, ruling or determination complained of;
 - b. The basis of the complaint;
 - c. A request for a hearing if a hearing is required.

A copy of the writing setting forth the above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved Administrator.

15. Upon receipt of a grievance filed under the provisions of Paragraph 13, the procedure shall be as set forth in Paragraphs 9 and 10.

16. All Administrators shall be entitled to resort to the full procedure hereinabove set forth.

ARTICLE IV

ADMINISTRATORS' RIGHTS

- A. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every Administrator of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for their mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Administrator in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, other laws of New Jersey, or the Constitutions of New Jersey and the United States; or that it shall not discriminate against any Administrator with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association or its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise in respect to any terms and conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any Administrator such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to Administrators shall be deemed to be in addition to those provided elsewhere.

Whenever any Administrator is required to appear before the Superintendent, Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that Administrator in his/her position or employment or the salary or any increments pertaining thereto, then said Administrator shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to

have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

- C. Criticism of Administrators: It is the desire of the Board of Education that any reprimand of an Administrator not be done at a public gathering.
- D. The Board of Education shall provide each new Administrator with a copy of the Agreement between the Board and the Administrator's Association, and available health insurance information within the first five (5) working days.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association and its representatives may use school buildings at all reasonable hours for meetings. The Superintendent shall be notified in advance of the time and place of all such meetings, and will approve the use of the school building.

- B. The Association may use school facilities and equipment including computers, copiers, scanners and fax machines, at reasonable times, when such equipment is not otherwise in use. However, the prior approval of the Superintendent or his/her designated replacement must be obtained. The Association will pay the Board's out of pocket costs related to such use, and the Association will provide all materials and supplies at its own cost and expense.

- C. The Association may have the right to use the interschool mail facilities and school mail boxes as it deems necessary with the prior approval of the Superintendent of Schools.

- D. At least sixty (60) days prior to any official Board action which will cause a reduction in force of covered employees to occur, the Board shall notify the Association of said impending action. The Association shall, with the approval of the Superintendent, have the right prior to said official action by the Board to consult and make its view known to the Board.

ARTICLE VI

ADMINISTRATIVE EMPLOYMENT

- A. Previously accumulated unused sick leave will be restored to all returning Administrators.
- B. Non-tenured Administrators shall be notified of their contract status for the ensuing year pursuant to N.J.S.A. 18A:27-10.
- C. It is incumbent upon every Administrator to inform the Superintendent of intention not to return to the school system in the next school year no later than April 30th.
- D. Dismissal on Fridays shall be at such time when the school or schools have been cleared of students. Students remaining after regular dismissal for supervised extracurricular activity shall be considered to be in the care and responsibility of the staff member assigned to the activity.
- E. Dismissal for Administrators on the Wednesday before Thanksgiving shall be consistent with the release time for teaching staff members.
- F. Assignments: Each presently employed Administrator who is rehired shall be given written notice of administrative building assignment for the following year no later than May 1st. The Board reserves the right to change administrative assignment and/or building assignment in the event of change in administrative personnel after June 1st. In the event that changes in such assignment are made, the Administrator affected shall be notified promptly and will have the right to conference with the Board of Education.
- G. Commendations and Reprimands:

Section 1 – Commendations:

1. All commendations received shall be placed in the Administrator's file.

2. The Administrator shall be notified of such commendations.

Section 2 – Reprimand Procedure:

1. Any reprimand which is to be placed in an Administrator's personnel file and/or used in an evaluation or a hearing will be shared with the Administrator in writing.
When a reprimand is to be placed in an Administrator's personnel file, the Administrator shall receive a copy.
2. Reprimands will be reviewed at two (2) year intervals to see if the reprimand is to be removed at the request of the Administrator to the Superintendent. Its removal will be at the discretion of the Superintendent, subject to the approval of the Board of Education. The Administrator will be notified of the results in writing.

ARTICLE VII

SALARIES

- A. The salaries of all Administrators covered by this Agreement are set forth in the attached Salary Schedule. The starting salary will be left to the discretion of the Board for previous outside administrative experience in a duly accredited school upon initial employment. Such Administrator shall not, however, be employed at a salary larger than any presently employed Administrator in the same job title, having the same experience level and certification. Thereafter, the base salary of Administrators covered under this Agreement will be in accordance with the % increase as negotiated and ratified by the Association and the Board.
- B. 1. Administrators are entitled to sixteen (16) holidays as defined by the 12-month staff calendar approved by Board. These days are separate from the vacation calendar and no Administrator will be required to work on these days.
2. Administrators are not required to work during the holiday break at the end of December through the New Year's holiday, and are not required to work the 2 days during the teachers convention.
- C. Administrators hired prior to January 1, 2017 shall receive 20 days vacation per year. Any and all increases in vacation days shall be at the discretion of the Board. Administrators are permitted to convert up to three (3) unused vacation days into accumulated sick days per year. Administrators are permitted to carry-over up to five (5) vacation days, which are not utilized during the year in which the days were earned because of business demands, for use during the next succeeding year, provided however that no Administrator may have more than twenty-five (25) total days of

vacation in any given year to include carried over vacation days. Any vacation days that are not used, carried forward or are not converted into sick days are forfeited.

- D. Administrators may, individually, elect to have any amount of their monthly salary deducted from their pay. These funds shall be deposited in the South Bergen Federal Credit Union, 61-63 Morris Avenue, Garfield, New Jersey.

- E. The Board reserves the right to withhold any increment in accordance with Title 18A: 29-4.

- F. At nineteen (19) years in the district, \$2,250.00 will be added to the Administrator's base salary. At twenty-five (25) years in the district, \$2,500.00 will be added to the Administrator's base salary. In addition, an Administrator will receive a one-time payment of \$2,500.00 at 20, 25, 30, 35, 40 and 45-year anniversaries.

- G. Administrators are required to have a working smart phone by which they can be reached by cell phone, e-mail and text. The Board will reimburse the Administrators \$50 per month for their cell phone.

- H. In order to increase the incentive for the maximum Administrator attendance, the following provision is provided:
 - 1. At legal retirement time, Administrators will be compensated \$50.00 per day for the number of days over 80 of accumulated sick days, up to \$7,000.00.
 - 2. In the event of the death of an Administrator prior to retirement from the East Rutherford School District, said payment shall be made to the estate of said Administrator.

- I. Administrators who are required to utilize their automobiles during the school day in order to perform their administrative duties shall be compensated in accordance with State law and regulation.

- J. Members of the administrative staff are subject to varied managerial prerogatives inherent in the position. Management is cognizant of their responsibilities and will expend sufficient time and energies to perform their completion. Time consumed in the performance of their duty shall be in accordance with their job description and it is mutually recognized that, on occasion, time consumed will exceed the typical day as well as occasions when time will be less than the typical day.

A typical day exists with understanding and mutual trust on both parties. In those instances where appropriate, and with approval of the Superintendent, equivalent time may be served.

- K. Summer work hours of the Administrators shall begin at 9:00 AM and end at 3:00 PM with a sixty (60) minute lunch period. With prior approval of the Superintendent of Schools, equivalent time may be served.

- L. Each Administrator will submit for approval, by June 1st, a vacation calendar to the Superintendent of Schools.

This calendar will be mutually agreeable to both the Superintendent and Administrator with any subsequent changes made with the approval of the Superintendent.

ARTICLE VIII

PROMOTIONS

Promotional positions are defined as follows:

Positions paying a salary differential and/or above the position of building principal are to be considered promotional in nature. These shall be adequately publicized by the Superintendent in accordance with the following procedure:

- A. Posting of a vacancy/vacancies shall be made in each building and a copy sent to the Association President. Administrators desiring to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for continual consideration for future vacancies until the office is notified in writing by the applicant that the application is withdrawn.
- B. When an application is made for a position, the Employee will be given a conference regarding his/her application within thirty (30) days after a decision has been made.

ARTICLE IX

TEMPORARY LEAVE OF ABSENCE

- A. Each Administrator shall be entitled to twelve (12) sick days per school year. Unused sick leave shall be cumulative as per Article VII, Paragraph H.

- B. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to, and the approval of the Superintendent of Schools or other immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in case of emergency). This leave is non-cumulative.

- C. Up to three (3) days for representatives of the Association to attend state conferences and conventions (NJEA/PSA). No more than two (2) Administrators shall be absent simultaneously when school is in session. All conferences attended will be in accordance with NJ State Law and Regulations, including N.J.S.A. 18A:11-12; N.J.A.C. 6A:23A-5.9; and N.J.A.C. 6A:23A-7, et seq. Reimbursement will not exceed actual expenses.

- D. Up to five (5) days at any one time in the event of death of Administrator's spouse, domestic partner, child, parent, grandparent, brother or sister; up to three (3) days at any one time in the event of death of an Administrator's father-in-law, mother-in-law, son-in-law, daughter-in-law, step-parents and grandchildren.

- E. Administrators shall be granted one (1) day in the event of death of an Administrator's relative outside the Administrator's immediate family as defined above.

In the event of the death of a staff member or student in the East Rutherford School District, the Superintendent shall grant the Administrator of said staff member or student sufficient time off to attend the funeral.

F. Other leaves of absence with pay may be granted by the Board for good reason.

1. Leaves taken pursuant to Section F above shall be in addition to any sick leave to which the Administrator is entitled.

ARTICLE X

EXTENDED LEAVE OF ABSENCE

- A. Leaves of absence, with or without pay, may be granted by the Board for good reason and must be applied for in writing.
- B. All benefits to which an Administrator was entitled at the time when his/her leave of absence commenced, including unused sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- C. All extensions or renewals of leaves shall be applied for in writing prior to March 15th and, if approved, granted in writing within thirty (30) days thereafter.
- D. When absence due to prolonged illness or injury exceeds the annual sick leave and accumulated sick leave in any school year, the Board shall pay any such person each days' salary less the compensation of a substitute for such length of time as may be determined by the Board in each individual case during that school year. Verification of such illness or injury by the Administrator's doctor shall be submitted by the Administrator. A day's salary is defined at 1/260 of the annual salary.
- E. A leave of absence without pay for up to six (6) months shall be granted for the purpose of caring for a sick member of the Administrator's immediate family. Immediate family shall be defined as the Administrator's spouse, child, son-in-law, parent, father-in-law, mother-in-law, daughter-in-law, brother or sister.

Up to six (6) months shall be granted as a single block of time and shall not be used in part. Each Administrator shall be eligible to request said leave no more than once in any

five (5) year period and sick leave shall be defined as prolonged and catastrophic in nature. No more than one (1) Administrator shall be given this leave at any one time.

- F. When an Administrator's absence qualifies under either the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (FLA), or is permitted under this Agreement, the Board may unilaterally designate the absence to apply under any one or more applicable statutory and contractual leave provisions, which shall run concurrently. The Board may also unilaterally require the Administrator to use accrued paid leave, including, but not limited to, sick, vacation and personal leave, concurrently with leave under the FMLA, FLA, any unpaid contractual leave, or any other permissible leave.

ARTICLE XI

INSURANCE

- A. The Board shall provide health-care insurance protection for each Administrator and, in cases where appropriate, for family plan coverage. Except as set forth in subsection H.1 of this Article, each Administrator receiving health insurance coverage shall contribute, through payroll deductions, the amounts required by tier four of P.L. 2011, c. 78 for the cost of the insurance premiums.
- B. For each Administrator who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30th. When necessary, premiums on behalf of the Administrator shall be made to assure uninterrupted participation and coverage.
- C. The Board shall pay the full premium for each Administrator, and in cases where appropriate, for family plan coverage for dental benefits as defined by Delta Plan of New Jersey, Inc. (Program II Delta Dental Plan, 80/20 UCR).
- D. The Board shall pay the full premium for an optical plan, entitled National Vision Associates, for each Administrator and his/her family.
- E. The Board shall provide to each Administrator a description of the health care insurance coverage provided under this article which shall include a clear description of conditions and limits of coverage listed above not later than the beginning of the school year said coverage begins.
- F. If the Board changes carriers, the benefits of the new carrier shall be equal to the existing plan.
- G.
 - 1. Unless selecting a plan or being required to be placed in a new plan under PL 2020, c. 44, Administrators hired prior to July 1, 2020, for the first three years of employment, will be enrolled in a plan equivalent to "Direct 15" Plan provided by the School Employees' Health Benefits Program of New Jersey. After three (3) years, the employee may elect to be enrolled in "Direct 10."
 - 2. Employees hired on or after July 1, 2020, will be enrolled in a new plan as required by PL 2020, c. 44.

3. The "new plans" referred to in subsections (1) & (2) of this section G, and section H of this Article, refer to the New Jersey Educators Health Plan ("NJEHP") and the Garden State Health Plan ("GSHP"), and their equivalents.
- H.
 1. Administrators who select or are placed in one of the new plans under PL 2020, c. 44 will be subject to contributions toward premiums as set forth PL 2020, c. 44 while enrolled in that new plan.
 2. Administrators who continue to be enrolled in Direct 10, Direct 15, or a plan other than the NJEHP, GSHP or their equivalent, or who switch back to Direct 10, Direct 15, or a plan other than the NJEHP, GSHP, or their equivalent, shall be required to contribute towards the cost of premiums in accordance with section A of this Article.
 - I. A financial incentive of 25% of the premium, or \$5,000 whichever is less, will be paid to an Administrator who is able to waive health benefits coverage because he or she is eligible for other health care coverage that is not under the State Health Benefits Program or School Employees Health Benefits Program. Said financial incentive shall be calculated based on the "Direct 15" or equivalent plan. Opt-out will be qualified under IRS Code section 125, to be paid as a stipend at the end of each school year. The Administrator could re-enter the program at any time with a "change of life" event, such as a spouse's loss of coverage, death, divorce, etc., as per IRS Code section 125, and would receive pro-rated "opt out" at the school year end. Administrators must elect to opt out during the open enrollment period every year.
 - J. To be eligible for health, vision and dental benefits, Administrators must be assigned to work more than 29.5 hours per week.
 - K. In addition to the health plans offered in Article XI.G, the Board may offer additional health care plans to the Administrators. Whether to offer the additional plans, and which additional plans to offer, shall be within the sole discretion of the Board.
 - L. During paid leaves of absence, or leaves of absence covered by the FMLA or NJFLA, the Board will continue to provide health, prescription, dental and vision benefits at its cost as stated in this Article, with Administrator continuing to be responsible for any applicable Chapter 78, Chapter 44, or other contributions required by law. For the portion of any leave of absence not covered by paid leave or leave under the

NJFLA or FMLA, the Administrator shall pay the entire premium for health, prescription, dental and vision benefits.

ARTICLE XII

GRADUATE CREDITS

- A. Full-time Administrators, who take graduate courses at an accredited college or university which are approved by the Superintendent, shall be reimbursed for credit expenses, but the aggregate amount allocated to all Administrators for this purpose is not to exceed \$7,000.00 per year. The course(s) must be related to the Administrator's current or future job responsibilities and originate directly from an institution of higher learning established before the year 1950. To be eligible for reimbursement, the Administrator must submit a grade report which contains a passing grade in the approved course. The Administrator will be reimbursed within forty-five (45) days subsequent to the receipt of the grade report. Preference for reimbursement under this section will be given to Administrators on a first come, first served basis as dictated by the date of enrollment in a course or courses.

- B. Administrators shall be reimbursed for the cost of textbooks purchased and used in conjunction with an approved graduate credit course. Textbooks shall then be placed in a professional library.

- C. The Board shall grant, on an individual basis, a one (1) year unpaid sabbatical leave when a staff member is working full time on a doctorate program.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be binding for the term of said Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any Administrator or groups of Administrators is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual Administrator, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Whenever any notice is required to be given by either of the parties to the Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by certified mail at the following addresses:
1. If by the Association to the Board:
East Rutherford Board of Education
Uhland and Grove Streets
East Rutherford, New Jersey 07073
 2. If by the Board to the Association:
East Rutherford Administrators' Association
Uhland and Grove Streets
East Rutherford, New Jersey 07073

Copies of the current Agreement shall be printed by the Board of Education in 8-1/2" x 11" format and provided to all Administrators now employed and hereinafter employed.

- E. A copy of an administrative vacancy will be posted in each building, and a copy sent to the Association President.
- F. Each Administrator may attend a State or national conference per year with an aggregate amount for reimbursement allocated to all Administrators for this purpose not to exceed \$4,000.00 per year, with no Administrator incurring more than \$1,000.00 individually. Attendance is subject to Superintendent approval, which shall not be unreasonably withheld. All conferences attended will be in accordance with N.J. State Law and Regulations, including, but not limited to N.J.S.A. 18A:11-12; N.J.A.C. 6A:23A-1.1, et seq.; and N.J.A.C. 6A:23A-5.9; and N.J.A.C. 6A:23A-7.1 to 7.13. Reimbursement will not exceed actual expenses.
- G. Upon approval by the Board of Education, any Administrator's request for resignation or retirement shall become binding.
- H. Administrator's dues for membership in the New Jersey Principals and Supervisors Association will be paid by the Board. In addition, the Board will pay for each Administrator's membership dues for one (1) of the following associations:
 - 1. National Association of Elementary School/Middle/Secondary School Principals;
 - 2. Association for Supervision and Curriculum Development;
 - 3. New Jersey Association for Supervision and Curriculum Development;
 - 4. Bergen County Elementary and Middle School Administrators Association;
 - 5. New Jersey Special Education Administrators Association; or
 - 6. New Jersey Association of Pupil Services Administrators.
- I. Principals will be required to attend all PTA meetings scheduled during the school year. Administrators will attend Board of Education meetings at the request of the Superintendent.

J. Administrators hired after January 1, 2008 may be credited with sick days, as negotiated with the Board of Education, on the first day of this contract carried forward from their previous district of employ. The Administrator may use these sick days in the event of illness. Sick days taken by an Administrator will be deducted, first from accumulated contractual allotment, and second from the sick bank. At the end of the Administrator's employment with the district, any remaining sick days from the original sick bank cannot be used for payout under ARTICLE VII – SALARIES, Section H.

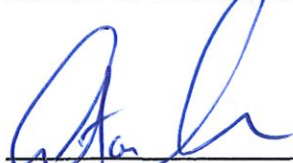
ARTICLE XIV

DURATION OF AGREEMENT

This Agreement shall be effective as of the July 1, 2023, and shall continue in effect until the June 30, 2026, subject to the Association's right to negotiate a Successor Agreement as provided in ARTICLE II hereof. This Agreement shall continue in effect from year to year unless notice is received as set forth in ARTICLE II hereof. Administrators' salaries will remain unchanged at their June 30, 2026 level until a successor agreement is entered into between the Association and the Board. Without limitation, Administrators will not receive any salary adjustment, longevity payments, or one-time longevity payments as provided for in this Agreement, until such additional compensation is authorized under a successor agreement entered into and ratified by the Association and the Board.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.


EAST RUTHERFORD
BOARD OF EDUCATION



ANTONIO SEGALINI

President

Dated: 8/17/2023



ALESSANDRO VERACE

Board Secretary

Dated: 8/21/2023

EAST RUTHERFORD ADMINISTRATORS'
ASSOCIATION



BRIAN BARROW

Dated: 8/17/23



REGINA BARRALE

Dated: 8/17/23

SALARY SCHEDULE

2023-2026

EAST RUTHERFORD BOARD OF EDUCATION

AND

EAST RUTHERFORD ADMINISTRATORS' ASSOCIATION

2023-2024

Principal:	\$150,380
Supervisor of Technology & Instruction:	\$122,400 ¹

2024-2025

Principal:	\$154,891
Supervisor of Technology & Instruction:	\$122,400

2025-2026

Principal:	\$159,538
Supervisor of Technology & Instruction:	\$122,400

¹ Principal Peter Vilardi is presently serving as the Supervisor of Technology and Instruction and Principal. Based on his serving in both capacities, he shall earn solely the Principal salary.