

AGREEMENT

between the

SOUTH RIVER BOARD OF EDUCATION

and the

**SOUTH RIVER ASSOCIATION OF
ADMINISTRATORS**

July 1, 2024 – June 30, 2028

TABLE OF CONTENTS

	Preamble	2
I	Recognition	2
II	Negotiations Procedure	2
III	Grievance Procedure	3
IV	Administrator Rights	5
V	Association Rights and Privileges	5
VI	Evaluation	6
VII	Leaves of Absence	7
VIII	Professional Improvement	11
IX	Contract Year	14
X	Promotions and Transfers	15
XI	Deductions from Salary	15
XII	Health Benefits and Insurance	16
XIII	Board of Education Rights	18
XIV	Salary	18
XV	Miscellaneous Provisions	20
XVI	Effective Date and Signatures	21
	Schedule A: Salary Guides	22
	I. Principals	22
	II. Assistant Principals	23
	III. Directors and Supervisors	24
	Schedule B: Health Insurance Coverage	26

PREAMBLE

This Agreement is entered into effective on the 1st day of July 2024, by and between the Board of Education of South River, New Jersey hereinafter called the “Board”, and the Association of Administrators, South River, New Jersey hereinafter called the “Association.”

ARTICLE I RECOGNITION

- A. In accordance with N.J.S.A. 34-13A-1 et seq., the Board hereby recognizes the Association as the exclusive representative for collective negotiations for administrative personnel employed by the Board within the following titles: Principals, assistant principals, supervisors, directors (except as listed herein) and excluding specifically the Superintendent of Schools, Assistant Superintendent, the Director of Technology or equivalent position, the Director of Special Education or equivalent position, and the Board Secretary/Business Administrator.
- B. Unless otherwise indicated, the term “administrator” when used hereafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male administrators shall include female administrators.

ARTICLE II - NEGOTIATIONS PROCEDURE

- A. The parties shall commence negotiations in accordance with N.J.A.C. 19-12-2.1 (a).
- B. The parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals, make counter proposals in the course of negotiations. However, it is understood no tentative agreements reached during negotiations shall be considered binding until both the Board and the Association shall officially adopt them.
- C. 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.

ARTICLE III - GRIEVANCE PROCEDURE

Definition

An appeal by an administrator, group of administrators, or the Association based upon an alleged violation, misinterpretation, or inequitable application of policies, agreements, and administrative decisions as required by N.J.S.A.34:13A-5.3. A grievance to be considered under this procedure must be initiated within twenty (20) work days of its occurrence.

Exclusions

The term “grievance” and the procedure relative thereto shall not be deemed applicable if the alleged improper application, interpretation or violation of the Agreement, or the redress sought concerns:

- A. The failure or refusal of the Board to renew the contract of non-tenured employee.
- B. In any matter wherein a specific method of review is set forth by law, or any rule, regulation, or order by the State Commissioner of Education, or the State Board of Education.
- C. Any complaint by any personnel occasioned by the appointment or lack of appointment to, or retention in, or lack of retention in any position for which tenure is either not possible or not required.
- D. In matters where the Board is without authority to act.
- E. In matters involving the sole, unlimited discretion of the Board.
- F. In matters where the discretion of the Board may not be unlimited but where, after exercise of such discretion, a further review of the Board’s action is available to employees under the provisions of N.J.S.A. 1 8A-1 et seq.
- G. Any matter in which a petition has been filed before the Division of Controversies and Disputes of the Office of the Commissioner of Education, whether or not covered by Subsections (A) through (F) set forth heretofore.
- H. Any matters in this Agreement excluded from the Grievance Procedure.

Aggrieved Person

The person or persons making the claim.

Immediate Superior

- A. Shall be the Superintendent of Schools.
- B. Nothing in this Agreement shall prevent an administrator from discussing his grievance with his immediate superior, except that if a grievance is filed by the assistant principal, the principal shall have no authority to render any decision or determination with respect to the grievance other than a review of any mechanical computations involved in the allegation, and a determination as to the validity of such objective calculations. In such a case, an appropriate response by the principal will be a direction to raise the grievance to the next level.

- C. Procedure

Level One

An administrator with a grievance shall first discuss it with the Superintendent with the objective of resolving the matter informally.

Level Two

In the event that the aggrieved person wishes to pursue his grievance further, the grievant shall submit a written copy of the grievance to the Superintendent within five (5) workdays of the date of the informal discussion. Within ten (10) work days after the grievance has been filed, the Superintendent shall meet with the aggrieved person in an effort to resolve the grievance. The aggrieved person may have a representative of the Association with him. The Superintendent shall render a written decision to the person within five (5) work days of the conference. If the grievance is not resolved to the administrator's satisfaction, he may within five (5) work days of the receipt of the Superintendent's decision request the Superintendent of Schools to review it.

Level Three

In the event that the aggrieved person wishes to pursue his grievance further, the grievant shall submit a written copy of the grievance to the Superintendent of Schools within five (5) work days of the date of the informal discussion. Within ten (10) work days after the grievance has been filed, the Superintendent shall meet with the aggrieved person in an effort to resolve the grievance. The aggrieved person may have a representative of the Association with him.

The Superintendent shall render a written decision to the person within five (5) work days of the conference. If the grievance is not resolved to the administrator's satisfaction, he may within five (5) work days of the receipt of the Superintendent's decision request that the Board of Education review it. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education.

The written grievance shall specify –

1. The nature of the grievance, citing specific instances and persons involved.
2. The contract articles, Board policies, and administrative decisions, allegedly being violated.
3. The remedy sought.
4. The basis of dissatisfaction with the determination at the previous step of the procedure.

Level Four

The Board of Education shall consider the grievance within ten (10) work days from the date it has been filed with the Board through the Superintendent of Schools. The aggrieved person may have a representative of the Association with him and a number of witnesses mutually agreed upon. Attendance at all hearings shall be limited to those listed in this Agreement. The Board will set forth its decision in writing within ten (10) work days of the hearing.

ARTICLE IV - ADMINISTRATOR RIGHTS

Whenever any administrator is required to appear before the Board, or any Board committee or any member thereof, excluding the Superintendent, appointed by the Board to confer with an administrator, concerning any matter that could adversely affect the employment of that administrator, he shall be given prior written notice of the reason for such meeting or interview and shall be entitled to representation by the Association and/or an attorney to advise and represent him during such meeting or interview.

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association, upon request, reasonable information; such as financial reports, audits, and lists of personnel in the unit.

- B. The Association's representative, with the approval of the Superintendent, shall have the right to transact reasonable business during the normal working day.
- C. With the approval of the Superintendent, the Association may use school equipment (typewriters, duplicating machines, etc.) at all reasonable times. The Association shall be responsible for providing all materials and supplies incidental to such use.

ARTICLE VI- EVALUATION

- A. All members of the Association shall be evaluated by properly certified Administrators. The number and format of observations and written evaluations shall be consistent with applicable state law.
- B. All evaluations of non-tenured administrators shall be submitted to the administrator prior to April 30. Evaluation of tenured administrators shall be submitted to the administrators prior to June 1. In both cases, the evaluation conference memo shall be submitted to the administrator within ten (10) working days after completion of the evaluation conference for his review and signature. Said signature will indicate confirmation of receipt of the evaluation but does not necessarily mean agreement with its content. The administrator shall have the right to affix any comments and supporting data to the evaluation form and shall return it to the Superintendent within ten (10) working days of receipt of same.
- C. No material derogatory to an administrator will be placed in his personnel file unless the administrator has had an opportunity to review the material. The administrator shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that his signature in no way indicates agreement with the contents thereof. The administrator shall have the right to submit a written response to such material and his response shall be attached to the document to be placed in the personnel file.

ARTICLE VII- LEAVES OF ABSENCE

A. Sick Leave

1. All administrators shall be granted twelve (12) days of sick leave yearly. All unused sick leave shall be cumulative to be used for additional sick leave in later years.
2. If an administrator because of illness is absent from school for more than three (3) consecutive days, he must present a doctor's certificate to the Superintendent upon his return.
3. Administrators who have been on a leave of absence authorized by the Board shall have all accumulated sick leave restored to them upon return to active service.
4. Administrators shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

B. Personal Leave

1. All administrators shall be allowed non-accumulative leave of absence with full pay for personal business up to a maximum of four (4) work days in any contract year. The request for a fourth day of personal leave shall be accompanied by a reason for the request, subject to the approval by the Superintendent.
2. Not more than two (2) administrators may take personal leave on any one day.
3. All leaves of absence referred to in this section are subject to the following conditions-
 - a. Request for Personal Leave Form shall be filed with the Superintendent of Schools at least three (3) working days in advance of the contemplated absence, or such shorter notice as is practical in the event of an emergency. Lacking such notice the absence will be considered unauthorized and the administrator's pay will be deducted at a daily rate of 1/240 of the annual salary.
 - b. Personal days will not be granted the day immediately preceding or following a scheduled school closing except in cases of emergency as approved by the Superintendent of Schools.
 - c. The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any request for the above days.
4. At the end of each school year, all unused personal leave days provided in paragraph 1 above will be converted to sick leave days and added to the administrator's accumulation.

C. Funeral Leave

1. An allowance of five (5) workdays will be granted without deduction in case of death of father, mother, sister, brother, husband, wife or partner with whom the employee resides, son, daughter, step child residing in the employee's household, father-in-law, mother-in-law.
2. An allowance of three (3) workdays will be granted without deduction in case of death of an employee's step parent, step child not residing in the employee's household, grandparent or grandchild, or the sister or brother of the husband, wife, or partner with whom the employee resides.
3. An allowance of one (1) workday will be granted without deduction in salary to attend the funeral of an uncle, aunt, niece or nephew of the employee.
4. Funeral leave is to be taken within seven (7) calendar days of the funeral or service, however, all such days must be within thirty (30) days after the death. The Superintendent is authorized to accommodate special circumstances.

D. Anticipated Disability Leave

1. Any administrator who anticipates disability because of a specific future event, such as pending surgery or other medical procedures, shall report that status to the Board of Education as soon as such administrator becomes aware of same. If the anticipated disabling event is childbirth, the administrator who becomes pregnant shall notify the Board at least ninety (90) days prior to the expected date of delivery. At the time of notification, the administrator shall submit a physician's certificate attesting to the pending disabling condition.
2. Requests for disability/sick leave relating to anticipated disability shall include dates of onset and return from such leave.
3. An administrator may request unpaid leave of absence to prepare for an anticipated disabling event. Such requests shall be submitted a minimum of sixty (60) days prior to the onset of the requested leave except in cases of emergency, as determined by the Board, such requests may be submitted less than sixty (60) days prior to the onset of the requested leave.
4. When the requested date of onset of unpaid leave occurs during periods which would substantially interfere with the administration of the school and/or the education of the pupils, the Board may alter the requested dates providing that such change by the Board is not medically contraindicated.
5. The administrator who anticipates a specific disabling event and who does not request unpaid leave of absence prior to the period of actual disability shall become entitled to applicable sick leave benefits. The Board may require

certification of such disability. The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity. When this occurs, an administrator who is placed on an involuntary unpaid leave shall be entitled to all sick leave benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.

6. Requests by administrators for extension of sick leave benefits shall be governed by law under N.J.S.A. 18A:30-6.
7. If the anticipated disabling event is childbirth, the Board shall presume that the pregnant administrator becomes disabled for work four (4) weeks before the anticipated date of childbirth, upon certification of pregnancy by a physician, at which time the pregnant administrator shall become eligible for sick leave benefits to the extent of available accumulated sick leave days. The administrator shall be required to apply for sick leave to the Board of Education which shall grant same for said four (4) week period of time upon submission to the Board of Education of a physician's certificate attesting to pregnancy. This option is granted only to administrators actively employed and not to those administrators on unpaid personal leave. If, as a result of the pregnancy, the employee becomes disabled prior to this four (4) week period said employee may use any sick leave benefits to which she is entitled providing that (1) the administrator's physician provides the Board with a certificate attesting to her inability to continue working and (2) the Board reserves the right to verify the administrator's inability to continue working.
8. The Board may require that an administrator anticipating a disabling event may be placed on sick leave if the administrator's physical condition leads to unsatisfactory performance of assigned duties, and/or the continued performance of those duties impairs the administrator's health. Such incapacity must be established by the following: the Board of Education's physician and the administrator's physician agree that the administrator cannot continue working. If there is a difference of medical opinion between the Board's physician and the administrator's physician, then the two physicians shall agree in good faith on a third impartial physician, who shall examine the administrator and whose opinion shall be conclusive and binding on the issue of physical capacity to continue working.

9. If the administrator's disability is caused by childbirth and such administrator is receiving disability/sick leave benefits, the administrator is presumed to be disabled for a recuperative period of four (4) weeks following childbirth upon submission of a physician's certificate attesting to the date of childbirth, during which time such administrator shall continue to receive sick leave days to which she is entitled under sick leave policy. This applies only to those administrators who have been actively employed prior to childbirth and not to those administrators who have been out on unpaid personal leave.
10. If as a result of pregnancy, an administrator continues to be disabled after this four (4) week period, said administrator may use any sick leave benefits to which she is entitled providing that (1) the administrator's physician provides the Board with a certificate attesting to her inability to resume duties and (2) the Board reserves the right to verify the administrator's disability.
11. If the administrator whose disability is caused by childbirth wishes to return to her duties prior to the expiration of the recuperative period, she must present medical certification of fitness to the Board. The Board reserves the right to verify her medical certification.
12. If the Board of Education's physician and the administrator's physician disagree as to the administrator's fitness, then the two physicians shall agree in good faith on a third impartial physician who shall examine the administrator, and whose medical opinion shall be conclusive and binding on the issue of the administrator's fitness to return to her duties prior to the expiration of the recuperative period.
13. Upon termination of disability an administrator is no longer entitled to receive sick leave benefits for that particular disability. Unpaid personal leave following disability may be requested and shall be subject to the provisions on unpaid personal leave, as set forth under Subsection D.3 herein.
14. In no event shall the Board of Education be obligated to extend a non-tenured administrator's leave of absence beyond the contract year for which the administrator is employed.

E. Child Care Leave

1. Administrators may request a Child Care Leave without pay at least sixty (60) calendar days prior to the commencement of said leave. The Board may grant the request for a Child Care Leave for a period up to the end of the school year in which the birth of the child occurs or to the end of the administrator's contract period, whichever comes first, provided that said leave would not substantially interfere with the administration of the school.
2. The Board, may upon written application made not later than sixty (60) days after the birth of the child or June 30, whichever comes first, grant an extension of the child care leave through the following school year, provided that said leave would not substantially interfere with the administration of the school. This provision shall apply to non-tenured administrators only if the Board grants said administrator a renewal of contract for the following year.

ARTICLE VIII- PROFESSIONAL IMPROVEMENT

A. Conferences

With the approval of the Superintendent and Board pursuant to N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7 and Board Policy, administrators may be permitted to attend professional meetings which have for their theme subjects of interest to the professional progress of our schools. Approval to attend such meetings extending beyond one day shall be subject to approval by the Board of Education upon the recommendation of the Superintendent of Schools. Administrators who attend shall be reimbursed for expenses and mileage consistent with the regulations of the NJ Department of Education and the current NJ Office of Management and Budget (OMB) circular rate for deduction of business travel expenses but the total amount of such reimbursement shall not exceed one hundred sixty five dollars (\$165) per diem.

B. Conventions

With the approval of the Superintendent and Board pursuant to N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7 and Board Policy, members of the Association may be permitted to attend a national or state convention of the Association in which they hold membership of which deals primarily with their current area of employment. However, pursuant to the limitations of N.J.A.C. 6A:23A-7.2(c) and N.J.S.A. 18A:11-12(c), out-of-state conventions shall not be approved under this Article if essentially equivalent events are available in-state. In such instances, out-of-state attendance would not be "educationally necessary and fiscally prudent" as set forth

in law, and could not be approved. All conventions already approved for the 2018-2019 school year as of April 23, 2018 shall be grandfathered notwithstanding this revision.

Upon approval, an administrator shall be reimbursed the expense of attendance not to exceed one thousand five hundred dollars (\$1,500) per administrator. Upon demonstration of extraordinary circumstances, the cap may be increased to two thousand dollars (\$2,000), with the approval of the Superintendent, which shall be discretionary and not subject to arbitration.

C. Tuition Reimbursement

To encourage professional growth among administrators, the Board shall reimburse administrators for tuition paid in the successful pursuit of college and university courses which are part of a matriculated program leading toward an additional Masters or higher degree at a duly authorized institution of higher learning, accredited and recognized by the State of New Jersey, in accordance with the following provisions:

1. The administrator shall obtain approval from the superintendent of schools prior to enrollment in any course for which tuition assistance is sought.
2. Tuition reimbursement shall be provided only for a course or degree related to the administrator's current or future job responsibilities.
3. Preference will be given to those who are matriculated for a graduate degree.
4. Courses cannot be used toward certification for the position held by the administrator.
5. Payment shall not exceed a total of fourteen thousand four hundred dollars (\$14,400) in the aggregate for all SRAA members in each school year. Course approval will be consistent with applicable law and based upon equitable opportunity across the SRAA.
6. Payment shall be made by the Board within two (2) months after the administrator has submitted a college transcript showing the successful completion of work together with a receipted tuition bill.

Administrators shall also be eligible for reimbursement of other courses beneficial to the South River School District or where certification is needed, with the prior approval of the Superintendent and Board pursuant to N.J.S.A. 18A:6-8.5, N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7 and Board Policy.

Employees who are reimbursed for tuition and who voluntarily leave the district without having completed two (2) full instructional years beyond the year in which

the course was taken shall repay the district the amount of their reimbursement according to the following schedule:

Year 1 = 100% reimbursement

Year 2 = 65% reimbursement

Employees who leave the district for the following reasons shall be exempt from repayment:

- a. Retirement (regular or disability)
- b. Reduction in force
- c. Non-renewal or dismissal

Employees shall sign a written agreement with the district outlining the foregoing pay-back schedule for each set of credits for which the employee is reimbursed.

D. Wilson Language Training

1. To encourage professional growth among administrators, the Board shall cover the expenses for Wilson Language Training (WRS Introductory course, WRS Level 1 Training and WRS Level 2 Training) for interested administrators.
2. Consistent with section C of Article VIII, any administrator who pursues Wilson Language Training and voluntarily leaves the District without having completed two (2) full instructional years beyond the year in which the course was completed and certification received, will repay the district the amount of the cost paid for WRS Level 1 and/or WRS Level 2 courses (excluding the costs of the kits) according to the following schedule:
 - a. Year 1 = 100% reimbursement
 - b. Year 2 = 65% reimbursement
3. Administrators who leave for the following reasons shall be exempt from the reimbursement obligation set forth in paragraph 2, above:
 - a. Retirement (regular service or disability)
 - b. Reduction-in-force
 - c. Non-renewal or dismissal
4. Administrators who attempt but do not finish and receive certification for WRS Level 1 Training or WRS Level 2 Training shall repay the district the amount of the cost paid for WRS Level 1 and WRS Level 2 courses (excluding the costs of the kits).
5. Administrators who complete Wilson Language Training and receive certification will receive the following stipends for each 12-month contract year after their certification (stipends will be paid on a pro-rated

basis in the first year, from the first day of the month after certification is obtained):

- a. WRS Level 1 Training - \$ 500
 - b. WRS Level 2 Training - \$1,000
6. A collaborative effort will be made between the administrator and the Superintendent / Assistant Superintendent to establish a time frame for course completion. Course practicum times and students will be provided by the district.

ARTICLE IX CONTRACT YEAR

- A. The contract year of all administrators shall be from July 1 to June 30. The administrators shall receive all school holidays.
- B. Vacations
1. Administrators hired prior to February 4, 2014 shall be entitled to vacation in the amount of twenty-two (22) days per year. Administrators hired effective on or after February 4, 2014 shall be entitled to twenty (20) vacation days per year. Administrators employed after the beginning of the year or whose service terminates before June 30 shall be entitled a vacation period at the close of the school year computed according to the following formula:
$$\frac{\text{Number of Months Employed} \times \text{Number of Annual Vacations Days}}{12}$$
 2. Not more than seven (7) vacation days shall be utilized during the school year when schools are in session. They shall be granted upon the approval of the Superintendent. The Superintendent shall annually, not later than April 15, announce the dates of a three-consecutive-work-day administrative council retreat, to take place on dates agreed upon by Central Administration and the SRAA leadership. During those three days, no vacation or personal days will be granted, except in exceptional circumstances. The Superintendent also reserves the right to deny vacation requests in the weeks immediately prior to the start of school, for staffing purposes.
 3. Consistent with law, Administrators may carry vacation days over only into the immediately succeeding school year, and only with the permission of the Superintendent of Schools, which permission shall not be unreasonably withheld. Any vacation days carried over from the previous year and not used by the following June 30 shall be lost.

C. Attendance at Board of Education Meetings

SRAA members may be directed to attend Board meetings when necessary at the discretion of the Superintendent.

ARTICLE X PROMOTIONS AND TRANSFERS

- A. The administrative staff and the Association will be notified of all vacancies which develop in administrative positions.
- B. Administrators desiring a change of employment within the system and who wish to transfer to another building or administrative position shall file a written statement with the Superintendent of Schools by March 1 or such time that an opening arises. If such transfer is denied or if a transfer is made contrary to the wishes of the administrator, a statement of reasons, upon request, must be given within ten (10) school days, but the final decision is not subject to the Grievance Procedure.

ARTICLE XI- DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its administrators dues for any one or combination of associations said administrators individually and voluntarily authorize the Board to deduct. Such deduction shall be made in compliance with N.J.S.A. 52-14-159e and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.
2. The Association shall certify to the Board in writing, the current rate of its membership dues. When the Association changes the rate of its membership dues, it shall give the Board written notice prior to the effective date of such change.

B. Indemnification

The Association shall indemnify and save the Board of Education harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board of Education in reliance upon documents utilized by the Board, in complying with any of the provisions of this section.

C. Sheltered Annuity

An administrator may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of N.J.S.A. 18A-66-137, *et seq.*, and the terms of a group contract approved by the Board.

ARTICLE XII - HEALTH BENEFITS AND INSURANCE

The Board shall provide health insurance benefits as set forth below. Pursuant to law, the Board reserves the right to change coverage providers, as long as the level of benefits is equal to or greater than the level currently provided.

A. Group Health Insurance

1. All full-time regular employees shall be eligible for single, two adult, member and child, or full family insurance as set forth on the attached Schedule B, subject to the contributions to medical insurance premium costs consistent with the matrix established by P.L. 2011, c. 78, "Tier 4" (full implementation) or the P.L. 2020, c. 44 contribution matrix, if applicable, throughout the life of the 2021-2024 Agreement and thereafter unless the parties agree to further revision or the issue is legally preempted.

B. Group Dental Insurance

1. All full-time employees shall be eligible for enrollment in the Group Dental Insurance Plan as issued by an insurance carrier selected by the Board.
2. The Board of Education shall participate by contributing the entire premium for the Dental Plan.

C. Group Prescription Insurance

The Board will provide a prescription drug insurance plan as more fully described on the attached Schedule B.

Pharmaceutical coverage shall be subject to the contributions to insurance premium costs consistent with N.J.S.A. 18A:16-17.1. Once the SRAA is at the fourth and final phase of such contributions, that contribution level shall remain in effect, notwithstanding any change in the applicable law, pending negotiations for a successor agreement

Notwithstanding any contrary language in this Article or elsewhere in this Agreement, effective January, 1, 2021, pursuant to P.L. 2020, c. 44, N.J.S.A. 52:14-17.46.13 *et seq.* and N.J.S.A. 18A:16-13.2 *et seq.*, the following group health insurance coverage shall be available to SRAA members:

a) Plan Eligibility:

- i. Current members as of December 31, 2020 shall be eligible, at their option, to continue current coverage pursuant to this Article, or for coverage equivalent to the SEHBP Educator Health Plan or Garden State Health Plan (when available), and their current Prescription drug coverage as set forth in Article XII.C.
- ii. Effective on January 1, 2021, members whose start date is on or after July 1, 2020 shall be eligible only for enrollment in coverage equivalent to the SEHBP Educator Health Plan or Garden State Health Plan (when available) which include stand-alone prescription drug coverage and co-pay plans, through December 31, 2027. As of January 1, 2028, such members shall be eligible, through the open enrollment process, to enroll in any other plan then offered by the Board.

b) Employee Benefit Contributions:

- i. Employee benefit contributions for members eligible for and selecting coverage under the current health plan set forth in this Article shall remain on a percentage-of-premium basis, as set forth in P.L. 2011, c. 78 and Article XII.A.1 of this Agreement.
- ii. Effective January 1, 2021, employee benefit contributions for members who are required to enroll in, or choose to enroll in, equivalent coverage to the Educator Health Plan or Garden State Health Plan (when available) shall be on a percentage-of-salary basis, as set forth in section 2 of P.L. 2020, c. 44, codified at N.J.S.A. 52:14-17.46.14 (*see table of contributions in Schedule B*).

D. Health Benefit Waiver

Employees may waive health benefits (medical, prescription and dental) provided they can prove to the Business Administrator that they have benefits provided by another source. The terms and conditions of the waiver are outlined on the Health Benefit Waiver Form attached hereto and made a part hereof as Exhibit A.

The employee is eligible for a payment of thirty-five percent (35%) of the premium saved by the Board for the level of coverage for which the employee is eligible. Effective for the 2013-2014 school year, i.e., as of July 1, 2013, and in all years thereafter pending further negotiated revision or preemption of law, the employee is eligible for a payment of twenty-five percent (25%) of the premium saved by the Board, to a maximum of five thousand dollars (\$5,000.00) for the waiver of all insurance for any complete year.

E. Vision Plan

A vision plan is an additional benefit provision of this agreement. The terms and conditions of this benefit are outlined in Schedule B attached hereto and made a part hereof.

ARTICLE XIII - BOARD OF EDUCATION RIGHTS

- A. Except as specifically modified by this Agreement, the Board retains, without limitations, all powers, rights, and authority vested in it by all laws, rules and regulations, including the management and direction of all the operation and activities of the school district.
- B. The Association acknowledges that the administrators of the Board of Education which it represents are not entitled to take any collective action to disable the Board of Education in the discharge of its statutory duty, and the Association agrees that such action would constitute a material breach of the Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Board of Education in its right to seek and obtain such judicial or other relief as it may be entitled to have, in the event of such breach.

ARTICLE XIV - SALARY

- A. Salary schedules are attached hereto and made a part hereof as Schedule A. The placement of new hires on the requisite salary guide shall be at the discretion of the Board of Education, upon recommendation of the Superintendent of Schools.
- B. Longevity Schedule
1. An administrator with the requisite years of service will receive a longevity payment as follows:

Effective July 1, 2024 through July 1, 2028:
15-18 years of service -two thousand five hundred dollars (\$2,500)
19-23 years of service – three thousand dollars (\$3,000)
24+ years of service – four thousand dollars (\$4,000)

2. The listed amounts are non-cumulative; the administrator will receive payment based upon the longevity step corresponding to his or her current years. Longevity amounts values listed effective June 30, 2028 shall remain in place unless or until the parties agree to any change through the collective negotiations process.

C. An administrator, upon retirement for service or disability under the rules of TPAF after five (5) years' service as an administrator in South River, shall be paid according to the rates set forth herein below multiplied by one two hundred-fortieth (1/240) of the administrative base per day for all accumulated sick leave days according to the following schedule:

<u>No. of Days</u>	<u>Payment 2024-2028</u>
0 to 50 days	10% (ten percent)
51 days to 100 days	30% (thirty percent)
101 days to 150 days	35% (thirty-five percent)
151 days to 200 days	40% (forty percent)
201 days and over	50% (fifty percent)

An administrator claiming this payment must notify the Board of his/her intention to retire no later than December 1 preceding the end of the school year. Payment will be made in full within thirty (30) days after the retirement date, except that in cases of total payments exceeding twenty thousand dollars (\$20,000.00), the Board reserves the right to pay one-half (1/2) of the amount due within thirty days of the retirement date and the other one-half (1/2) no later than July 1 of the calendar year after the retirement. All such payments shall be made via employer payment into the designated 403(b) account for the individual employee.

All Payments shall be based upon the number or accrued, unused days actually in the Administrator's bank as of the date of retirement, in addition to the number of accrued, unused vacation days pursuant to Article IX.B.3 of this Agreement. Payment of vacation time shall be at the final per diem rate, and payment of sick time shall be consistent with the above schedule, however, in no event shall the payment to any Administrator for unused sick leave under this provision exceed the greater of fifteen thousand dollars (\$15,000.00) or such entitlement as the Administrator had in place as of February 27, 2014, which was the ratification date of the 2012-2015 Collective Negotiations Agreement.

D. Advanced Degree Differential: Doctorate degree stipend of \$5,300 per school year per qualified administrator and \$3,400 Masters Degree plus thirty graduate credits stipend per school year per qualified administrator.

- E. Overnight supervision of students shall be compensated at a rate of two hundred dollars \$200 per night of supervision.
- F. Coordinator of Extended School Year Program. This stipended position shall be filled annually by formal Board appointment. The stipend shall not be pensionable, nor shall the position be tenurable. For the life of this Agreement, the annual stipend shall be in the amount of four thousand dollars (\$4,000.00).
- G. Public Relations Coordinator. This stipended position shall be filled annually by formal Board appointment. The stipend shall not be pensionable, nor shall the position be tenurable. The annual stipend shall be in the amount of two thousand five hundred dollars (\$2,500.00).

ARTICLE XV - MISCELLANEOUS PROVISIONS

- A. If any provision of this agreement or any application of this Agreement to any administrator or group of administrators is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Copies of this Agreement shall be duplicated by the Board after the Agreement is signed and shall be distributed to all administrators employed by the Board.
- C. Nothing herein shall be changed, altered, or deleted without mutual consent of the Board and Association.
- D. The parties agree that all matters subject to negotiations have been negotiated and that there will be no further negotiations during the life of this Agreement except for negotiation of a successor agreement.

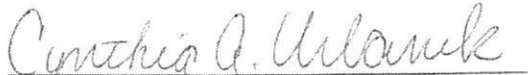
- B. Copies of this Agreement shall be duplicated by the Board after the Agreement is signed and shall be distributed to all administrators employed by the Board.
- C. Nothing herein shall be changed, altered, or deleted without mutual consent of the Board and Association.
- D. The parties agree that all matters subject to negotiations have been negotiated and that there will be no further negotiations during the life of this Agreement except for negotiation of a successor agreement.

ARTICLE XVI – EFFECTIVE DATE AND SIGNATURES

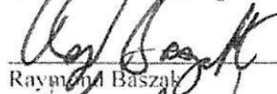
The terms of this contract will remain in effect from July 1, 2024 through June 30, 2028.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSE TO BE AFFIXED THE SIGNATURES OF THEIR RESPECTIVE NEGOTIATIONS REPRESENTATIVES.

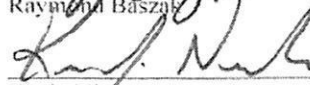
FOR THE BOARD OF EDUCATION:



Cynthia A. Urbanik,
Board President / Negotiations Chair



Raymond Baszak

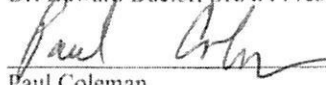


Kevin Nielsen

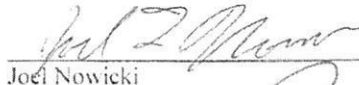
FOR THE ASSOCIATION:



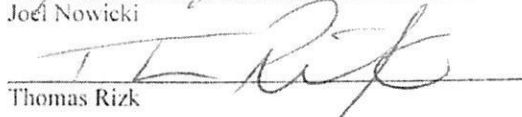
Dr. Edward Bucior, SRAA President



Paul Coleman



Joel Nowicki



Thomas Rizk

SCHEDULE A
SALARY GUIDES

I. PRINCIPALS

<u>Step</u>	<u>BASE</u> <u>2023-2024</u>	<u>YEAR 1</u> <u>2024-2025</u>	<u>YEAR 2</u> <u>2025-2026</u>	<u>YEAR 3</u> <u>2026-2027</u>	<u>YEAR 4</u> <u>2027-2028</u>
1	121,827				
2	124,041				
3	126,301				
4	128,606	128,606	129,606	130,606	131,606
5	130,959	130,763	132,617	134,722	136,816
6	133,355	134,807	136,718	138,700	140,858
7	135,809	138,976	140,947	142,802	144,837
8	138,309	141,430	1453,06	147,030	148,938
9	141,355	143,930	147,760	151,389	153,167
10	143,951	146,976	150,260	153,843	157,526
11	146,546	149,572	153,306	156,343	159,980
12	149,142	152,167	155,902	159,389	162,480
13	153,539	155,533	158,643	161,816	165,052

- All SRAA members not yet at the top step of the guide shall advance one (1) step effective July 1, 2024, July 1, 2025, July 1, 2026 and July 1, 2027 unless any member’s increment is withheld pursuant to law.
- Upon the expiration of the 2024-2028 Collective Negotiations Agreement, SRAA members shall remain at their then-current step and guide placement and value, pending negotiations for a successor agreement.
- Initial guide placement for any new hires shall be at the discretion of the Superintendent of Schools and Board of Education.
- 2024-2028 Step placement and advancement for current SRAA members on the above guide shall be as follows, unless any member’s increment is withheld pursuant to law:

<u>Member</u>	<u>Base</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
Bucior	7	8	9	10	11
Kidney	13	13	13	13	13
Lieberman	6	7	8	9	10
Rizk	8	9	10	11	12

SCHEDULE A
SALARY GUIDES

II. ASSISTANT PRINCIPALS

<u>Step</u>	<u>BASE</u> <u>2023-2024</u>	<u>YEAR 1</u> <u>2024-2025</u>	<u>YEAR 2</u> <u>2025-2026</u>	<u>YEAR 3</u> <u>2026-2027</u>	<u>YEAR 4</u> <u>2027-2028</u>
1	110,940				
2	112,949	115,013	119,954	123,280	126,475
3	115,000	118,570	122,402	125,796	129,056
4	117,092	120,185	124,900	128,364	131,690
5	119,227	122,637	126,142	130,983	134,377
6	121,406	125,140	128,717	131,868	137,120
7	123,528	127,694	131,344	134,559	137,643
8	125,348	129,149	134,024	137,305	140,452
9	127,158	130,969	135,479	140,107	143,244
10	128,968	132,779	137,299	142,909	146,244
11	130,778	134,589	139,109		
12	132,588	136,399	140,919		
13	136,327	139,830	142,976	146,193	149,482

- All SRAA members not yet at the top step of the guide shall advance one (1) step effective July 1, 2024, July 1, 2025, July 1, 2026 and July 1, 2027 unless any member's increment is withheld pursuant to law.
- Upon the expiration of the 2024-2028 Collective Negotiations Agreement, SRAA members shall remain at their then-current step and guide placement and value, pending negotiations for a successor agreement.
- Initial guide placement for any new hires shall be at the discretion of the Superintendent of Schools and Board of Education.
- 2024-2028 Step placement and advancement for current SRAA members on the above guide shall be as follows, unless any member's increment is withheld pursuant to law:

<u>Member</u>	<u>Base</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
Coleman	13	13	13	13	13
Nowicki	13	13	13	13	13
Selvaggio	6	7	8	9	10

SCHEDULE A
SALARY GUIDES

III. DIRECTORS and SUPERVISORS

Base Step	BASE <u>2023-2024</u>	New Step	YEAR 1 <u>2024-2025</u>	YEAR 2 <u>2025-2026</u>	YEAR 3 <u>2026-2027</u>	YEAR 4 <u>2027-2028</u>
S-4	78,652					
S-5	80,101					
S-6	81,583					
S-7	83,286					
S-8	84,628					
S-9	86,197					
S-10	88,693	1	91,818	95,204	98,071	100,730
S-11	90,794	2	94,573	98,148	101,104	103,845
S-12	93,096	3	97,410	101,092	104,231	107,057
S-13	95,398	4	100,332	104,125	107,358	110,368
S-14	97,700	5	103,342	107,249	110,579	113,679
S-15	100,000					
D-4	109,385	6	105,621	110,466	113,896	117,089
D-5	111,376	7	110,314	111,951	115,965	120,602
D-6	113,153	8	115,006	116,644	118,034	122,386
D-7	114,962	9	118,774	121,336	122,727	124,171
D-8	116,412	10	122,337	125,104	127,419	128,863
D-9	117,862	11	126,007	128,857	131,187	133,556
D-10	119,314	12	129,788	132,723	135,123	137,324
D-11	122,170					
D-12	125,742					
D-13	129,422	13	133,681	136,705	139,177	141,443
D-14	133,305	14	137,692	140,806	143,352	145,687
D-15	137,304	15	141,822	145,030	147,653	150,057

- All SRAA members not yet at the top step of the guide shall advance one (1) step effective July 1, 2024, July 1, 2025, July 1, 2026 and July 1, 2027 unless any member's increment is withheld pursuant to law.
- Upon the expiration of the 2024-2028 Collective Negotiations Agreement, SRAA members shall remain at their then-current step and guide placement and value, pending negotiations for a successor agreement.

- Initial guide placement for any new hires shall be at the discretion of the Superintendent of Schools and Board of Education.
- 2024-2028 Step placement and advancement for current SRAA members on the above guide shall be as follows, unless any member's increment is withheld pursuant to law:

<u>Member</u>	<u>Base</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
Buffalino	D-6	9	10	11	12
Crouch	D-4	8	9	10	11
Colon	S-15	6	7	8	9
Disney	S-8	1	2	3	4

SCHEDULE B **HEALTH INSURANCE COVERAGE**

The South River Board of Education provides a Health Benefit Program to all of its eligible employees. Listed below please find a description of the plans, subject to the Collective Bargaining Agreement, that are in effect from July 1, 2021 through June 30, 2022.

Summary of Current Negotiated Medical Benefits

The district offers the following plans through Horizon Blue Cross.

- Option 1 – Direct Access \$15 Plan – Horizon Blue Cross
- Option 2 – Direct Access \$5 Plan – Horizon Blue Cross
- Option 3 – Direct Access \$20 Plan – Horizon Blue Cross
- Option 4 – Direct Access NJ Educators Plan – Horizon Blue Cross

Option 1 – Direct Access \$15 Plan – Please be advised that based on the provisions of the SREA Collective Bargaining Agreement, the standard office visit copay is \$15 when utilizing a participating physician. With this plan, you are not required to obtain a referral from a Primary Care Physician in order to visit a participating “Specialist” physician. There is a \$25 copay for emergency room visits.

If you choose to utilize an “Out-of-Network” provider, eligible services will be covered at 70% after a \$200 single / \$400 family deductible. Please note, if you do choose to utilize a non-participating provider, you may be subject to balance-billing above the Reasonable and Customary allowed amount.

Option 2 – Direct Access \$5 Plan – Please be advised that based on the provisions of the SREA Collective Bargaining Agreement, the standard office visit copay is \$5 when utilizing a participating physician. With this plan, you are not required to obtain a referral from a Primary Care Physician in order to visit a participating “Specialist” physician. There is a \$25 copay for emergency room visits.

If you choose to utilize an “Out-of-Network” provider, eligible services will be covered at 60% after a \$2,000 single/two deductible per family are met. Please note, if you do choose to utilize a non-participating provider, you may be subject to balance-billing above the Reasonable and Customary allowed amount.

Option 3 – Direct Access \$20 Plan - Please be advised that based on the provisions of the SREA Collective Bargaining Agreement, the standard office visit copay is \$20. With this plan, you are not required to obtain a referral from a Primary Care Physician in order to visit a participating “Specialist” physician. Please note that this plan only provides “In-Network” coverage. You can only utilize a participating physician and facility. This policy does not provide coverage for “Out-of-Network” or Non-Participating providers (unless in the event of a true medical emergency). There is a \$100 copay for emergency room visits.

SCHEDULE B, Continued

Option 4 – NJ Educators Plan - Please be advised that based on the provisions of the SREA Collective Bargaining Agreement, if you choose to visit participating physicians and facilities, most benefits will be covered after an office visit copay of \$10. In addition to this, you will not be required to obtain a referral from a Primary Care Physician. If you choose to visit Out-of-Network providers, benefits will be covered at 70% after a \$2,000 single / \$5,000 family deductible. However, if you do choose to see Out-of-Network providers, you may be subject to balance-billing above the Reasonable and Customary limit.

Summary of Current Negotiated Prescription Drug Benefits

Prescription Drug benefits is also offered through Horizon Blue Cross.

The prescription drug co-payments under the **Option 1 - Direct Access \$15 Prescription Drug Plan** are listed below:

- \$5 co-payment for Generic Retail Drugs (30-Day Supply)
- \$15 co-payment for Brand Name Retail Drugs (30-Day Supply)
- \$10 co-payment for Generic Mail-Order Drugs (90-Day Supply)
- \$30 co-payment for Brand Name Mail-Order Drugs (90-Day Supply)

The prescription drug co-payments under the **Option 2 - Direct Access \$5 Plan and Option 3 – Direct Access \$20 Plan Prescription Drug** Plans are listed below:

- \$10 co-payment for Generic Retail Drugs (30-Day Supply)
- \$20 co-payment for Brand Name Retail Drugs (30-Day Supply)
- \$20 co-payment for Generic Mail-Order Drugs (90-Day Supply)
- \$40 co-payment for Brand Name Mail-Order Drugs (90-Day Supply)

The prescription drug co-payments under the **Option 4 - Direct Access NJEHP Prescription Drug** Plans are listed below:

- \$5 co-payment for Generic Retail Drugs (30-Day Supply)
- \$10 co-payment for Brand Name Retail Drugs (30-Day Supply)
- \$10 co-payment for Generic Mail-Order Drugs (90-Day Supply)
- \$20 co-payment for Brand Name Mail-Order Drugs (90-Day Supply)

For NJEHP, please note, Non-Preferred Brand & Specialty Drugs could carry an additional cost if there is Generic alternative available. Please consult the Horizon plan document for additional information.

SCHEDULE B, Continued

Pease see the attached Benefit Grid as well as Medical/Prescription Summaries as to each plan for further details.

Through the life of this Collective Bargaining Agreement, SRAA members shall contribute to the cost of health coverage utilizing the chart below:

HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE (PERCENTAGE OF PREMIUM)*

Salary Range	% of Premium
Less than 20,000	4.50%
20,000-24,999.99	5.50%
25,000-29,999.99	7.50%
30,000-34,999.99	10.00%
35,000-39,999.99	11.00%
40,000-44,999.99	12.00%
45,000-49,999.99	14.00%
50,000-54,999.99	20.00%
55,000-59,999.99	23.00%
60,000-64,999.99	27.00%
65,000-69,999.99	29.00%
70,000-74,999.99	32.00%
75,000-79,999.99	33.00%
80,000-94,999.99	34.00%
95,000 and over	35.00%

HEALTH BENEFITS CONTRIBUTION FOR MEMBER/CHILD OR TWO ADULT COVERAGE (PERCENTAGE OF PREMIUM)*

Salary Range	% of Premium
Less than 25,000	3.50%
25,000-29,999.99	4.50%
30,000-34,999.99	6.00%
35,000-39,999.99	7.00%
40,000-44,999.99	8.00%
45,000-49,999.99	10.00%
50,000-54,999.99	15.00%
55,000-59,999.99	17.00%
60,000-64,999.99	21.00%
65,000-69,999.99	23.00%
70,000-74,999.99	26.00%
75,000-79,999.99	27.00%
80,000-84,999.99	28.00%
85,000-99,999.99	30.00%
100,000 and over	35.00%

SCHEDULE B, Continued

HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE (PERCENTAGE OF PREMIUM)

Salary Range	% of Premium
Less than 25,000	3.00%
25,000-29,999.99	4.00%
30,000-34,999.99	5.00%
35,000-39,999.99	6.00%
40,000-44,999.99	7.00%
45,000-49,999.99	9.00%
50,000-54,999.99	12.00%
55,000-59,999.99	14.00%
60,000-64,999.99	17.00%
65,000-69,999.99	19.00%
70,000-74,999.99	22.00%
75,000-79,999.99	23.00%
80,000-84,999.99	24.00%
85,000-89,999.99	26.00%
90,000-94,999.99	28.00%
95,000-99,999.99	29.00%
100,000-109,999.99	32.00%
110,000 and over	35.00%

**Employee Benefit Contributions for Enrollees in
 Educator Health Plan or Garden State Health Plan—**

For Base Salary of \$40,000 or Less:
 1.70% for Single Coverage;
 2.20% for Parent/Child Coverage;
 2.80% for Employee/Spouse Coverage; and
 3.30% for Family Coverage

For Base Salary of more than \$40,000 to \$50,000:
 1.90% for Single Coverage;
 2.50% for Parent/Child Coverage;
 3.30% for Employee/Spouse Coverage; and
 3.90% for Family Coverage

For Base Salary of more than \$50,000 to \$60,000:
 2.20% for Single Coverage;
 2.80% for Parent/Child Coverage;
 3.90% for Employee/Spouse Coverage; and
 4.40% for Family Coverage

For Base Salary of more than \$60,000 to \$70,000:
 2.50% for Single Coverage;
 3.00% for Parent/Child Coverage;
 4.40% for Employee/Spouse Coverage; and
 5.00% for Family Coverage

SCHEDULE B, Continued

For Base Salary of more than \$70,000 to \$80,000:

- 2.80% for Single Coverage;
- 3.30% for Parent/Child Coverage;
- 5.00% for Employee/Spouse Coverage; and
- 5.50% for Family Coverage

For Base Salary of more than \$80,000 to \$90,000:

- 3.00% for Single Coverage;
- 3.60% for Parent/Child Coverage;
- 5.50% for Employee/Spouse Coverage; and
- 6.00% for Family Coverage

For Base Salary of more than \$90,000 to \$100,000:

- 3.30% for Single Coverage;
- 3.90% for Parent/Child Coverage;
- 6.00% for Employee/Spouse Coverage; and
- 6.60% for Family Coverage

For Base Salary of more than \$100,000 to \$125,000:

- 3.60% for Single Coverage;
- 4.40% for Parent/Child Coverage;
- 6.60% for Employee/Spouse Coverage; and
- 7.20% for Family Coverage

When the base salary is more than \$125,000, the percent to be contributed shall be the same as for a base salary of \$125,000, as follows:

- \$4,500 for Single Coverage;
- \$5,500 for Parent/Child Coverage;
- \$8,250 for Employee/Spouse Coverage; and
- \$9,000 for Family Coverage

Source: P.L. 2020, c. 44, §2, codified at N.J.S.A. 52:14-17.46.14 and
§3, codified at N.J.S.A. 18A:16-13.2 *et seq.*

SCHEDULE B, Continued

**South River BOE
Vision Plan Summary of Benefits and Coverage
VSP Signature Plan**

Common Medical Event	Services You May Need	Your Cost if you use an In-Network Provider	Your Cost if you use an Out-of-Network Provider	Limitations and Exceptions
If you or your dependents (if applicable) need eyecare	Eye Exam	*	Reimbursed up to \$50.00	Exam covered in full every 12 months
	Frames, Lenses or Contacts	* Up to \$60.00 copay for Contact Lens Exam	Frames reimbursed up to \$70.00 SV Lenses reimbursed up to \$50.00 Bi-Focal Lenses reimbursed up to \$75.00 Tri-Focal Lenses reimbursed up to \$100.00 Lenticular Lenses reimbursed up to \$125.00 ECL reimbursed up to \$105.00	Frames covered every 24 months** Lenses covered every 12 months**
	Fees	\$20.00 copay		

*Fees copay applies to first service used.

** Beginning with the first date of service.

Note: This is a Summary of Benefits, please refer to the actual contract.