

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 7/1/2023 thru 6/30/2027.

Employer: Salem City Board of Education

County: Salem

Date: 12/11/2023

Name: Herbert Schectman
Print Name

Title: School Business Administrator

Herbert Schectman
Signature

New Jersey Public Employment Relations Commission
NON-POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: Salem City Board of Education County: Salem
 2 Employee Organization: Salem City Administrators' Association Number of Employees in Unit: 10
 3 Base Year Contract Term: 7/1/23 New Contract Term: 7/1/23 - 6/30/27

SECTION II: Type of Contract Settlement (please check only one)

4 Contract settled without neutral assistance
 5 Contract settled with assistance of mediator
 6 Contract settled with assistance of fact-finder
 7 Contract settled with assistance of super-conciliator
 8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?
 Yes No

SECTION III: Salary Base

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$ 1,094,804
 10 Longevity Costs in Base Year \$ 0
 11 Total Salary Base \$ 1,094,804

SECTION IV: Salary Increases for Each Year of New Agreement*

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<u>7/1/23</u>	<u>7/1/24</u>	<u>7/1/25</u>	<u>7/1/26</u>	
13 Cost of Salary Increments (\$)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
14 Salary Increase Above Increments (\$)	<u>38,318</u>	<u>39,659</u>	<u>41,047</u>	<u>42,484</u>	
15 Longevity Increase (\$)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
16 Total \$ Increase (sum of lines 13-15)	<u>38,318</u>	<u>39,659</u>	<u>41,047</u>	<u>42,484</u>	
17 New Salary Base (\$)	<u>1,133,122</u>	<u>1,172,781</u>	<u>1,213,828</u>	<u>1,256,312</u>	
18 Percentage increase over prior year	<u>3.5</u> %	<u>3.5</u> %	<u>3.5</u> %	<u>3.5</u> %	

*If contract duration is longer than five years, please add an additional page.

SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items*

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
20	Totals(\$):						

**If contract duration is longer than five years, please add an additional page.*

SECTION VI: Medical Costs

		Base Year	Year 1
21	Health Plan Cost	\$121,294	\$132,210
22	Prescription Plan Cost	\$8,508	\$9,274
23	Dental Plan Cost	\$2,047	\$2,047
24	Vision Plan Cost	\$0	\$0
25	Total Cost of Insurance	\$131,849	\$143,531
26	Employee Insurance Contributions	\$30,011	\$32,668
27	Employee Contributions as % of Total Insurance Cost	22.76 %	22.76 %

Section VI: Medical Costs (continued)

28 Identify any insurance changes that were included in this CNA.
None

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name: Herbert Schectman
Position/Title: School Business Administrator
Signature: *Herbert Schectman*
Date: 12/11/23

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

**SALEM CITY BOARD OF EDUCATION
COLLECTIVELY NEGOTIATED CONTRACT
BETWEEN THE SALEM CITY BOARD OF EDUCATION
AND
THE SALEM CITY ADMINISTRATORS'
AND SUPERVISORS' ASSOCIATION**

FOR THE CONTRACT YEARS:

JULY 1, 2023 – JUNE 30, 2027

ARTICLE I

Membership

A. Unit Membership

In accordance with Chapter 123, Public Law of 1974, the Board recognizes the Salem City Administrators' and Supervisors' Association, hereinafter known as "The Association," as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all certified administrative personnel whether under contract, on leave, on a per diem basis, employed, or to be employed by the Salem City Board of Education, hereinafter known as "The Board," including only: High School Principal, High School Vice Principal, High School Vice Principal/Athletics and Student Activities, Middle School Principal, Middle School Vice Principal, Middle School Vice Principal, Elementary Principal, Supervisor of Early Childhood, Director of Special Services, Supervisor of Literacy/SS PreK-12, and any new administrative title established by the Board.

B. Definitions

For purposes of clarity, the term "employee" when used in this contract shall refer to all unit members in the unit defined in paragraph "A" of this Article. Reference to one gender shall include the other gender unless expressly stated.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all mandatory matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall begin no later than November 1 and no earlier than October 15 of the calendar year preceding the calendar year in which this Agreement expires.

B. Negotiating Team Authority

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider the proposals and make counter proposals in the course of negotiations; however, all agreements reached are tentative and non-binding until ratified by a vote of the full Association membership and by a vote of the full Board of Education at a public meeting.

C. Modification – Understanding of Parties

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this agreement.

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

- c. The result of the previous discussion;
- d. His/her dissatisfaction with the decision previously rendered.

The immediate superior shall communicate his/her decisions to the grievant in writing within seven (7) calendar days of receipt of the written grievance.

5. Level Two – Superintendent of Schools

The grievant, no later than seven (7) calendar days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate superior and his/her dissatisfaction with the decisions previously rendered, as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days. The Superintendent shall communicate his/her decision in writing to the grievant and the immediate superior. If the grievant is a principal or higher ranking member of the unit who filed the grievance with the Superintendent at level one, then level two shall be bypassed and any appeal goes directly to level three.

6. Level Three – Board of Education

If the grievance is not resolved to the grievant's satisfaction, (s)he no later than seven (7) calendar days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant and render a decision in writing within thirty-five (35) calendar days after the next regular Board meeting following the receipt of the grievance by the Board.

7. Level Four – Advisory Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to advisory arbitration shall be given to the Board through the Superintendent within fourteen (14) calendar days after the receipt of the decision which is being appealed.

The Arbitrator shall limit himself/herself to consideration of issues alleging actual violations of expressed written provisions of this contract and shall not add to, delete from or modify the expressed written provisions of this contract in any way. The decisions of the arbitrator shall be advisory to the parties only and in no way whatsoever shall it have any binding or compulsory effect upon the Board.

Unless provided otherwise herein, the arbitrator shall be selected, the hearing conducted and decisions issued pursuant to the Public Employment Relations Commission's rules on arbitration.

8. Right to Representation

Rights of employees to representation shall be as follows:

- a. Any grievant may be represented at all stages of the grievance procedure by himself, or, at his/her option by (a) representative(s) and/or an attorney selected and approved by the Association

B. Nothing contained herein shall be construed to supersede or waive any expressed statutory Provision(s) which is specifically applicable to either party.

C. No employee shall be disciplined without legal reason. Any such action asserted by the Board shall be resolved through the parties' collective negotiated grievance procedure and shall be in full compliance with the law.

ARTICLE V

RIGHTS AND PRIVILEGES

A. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property at the end of the workday provided that this shall not interfere with or interrupt normal school operations.

B. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, other duplicating equipment, calculators, computers, and all types of audiovisual equipment at reasonable times, which such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies, and equipment incident to such use.

ARTICLE VI

EVALUATION PROCEDURES

A. Copies of Reports

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an employee's personnel file without the employee's signature. Further, each employee shall receive a copy of each written evaluation.

B. Right of Employee to Respond

A conference shall be arranged between the evaluator and the employee as soon as practical after receipt of a written evaluation by the employee in compliance with NJAC 6:3-1.21. At such time, the employee is entitled to have his/her response to the evaluation heard and appended to the evaluation report.

C. Notice of Contract Renewal

Each non-tenured supervisory employee shall receive written notice, on or before April 30th of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

5. Effective October 2, 2018, it is agreed that during the life of this contract, members of this unit will not be reimbursed for mileage or meals of meetings and conferences.

D. Maternity Leave

Maternity leave shall be provided for disability related to pregnancy and delivery as provided by law. Child rearing leave shall be within the Board's sole discretion.

E. Other Leave Requests

The Board shall have the sole discretion to grant or deny other requests for leave of absence on a case-by-case basis and the grant or denial thereof shall not create a past practice.

F. The Board will comply with the federal 'COBRA' legislation with respect to health insurance continuation.

G. Benefits Upon Return of Employment

All benefits to which an employee was entitled in the time his/her leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return.

H. Extensions or Renewals

All extensions or renewals of leaves of absence shall be applied for in writing no later than three (3) months prior to the conclusion of the original leave, or March 31, of the school year of the original leave, whichever is earlier. The Board will accept or deny the request in writing.

I. Urgent Personal Business

Unit members shall be entitled to the following temporary, non-accumulative leave of absence with full pay each year. Approval of the Superintendent of Schools is required for all such leaves. In requesting temporary leave of absence for all leaves under this ARTICLE (LEAVES OF ABSENCE), except Paragraph B, Section 1, employees shall make application at least three (3) school days before the date for which leave is requested, except in the case of an emergency. The Superintendent shall determine what conditions constitute an emergency.

Three (3) days leave of absence for urgent personal business which cannot be scheduled on other than workdays and for personal emergencies requiring immediate attention may be granted. Extension of school holidays or beginning the summer vacation earlier or extending it later shall not be deemed personal leave and may not be taken except in most unusual circumstances as determined by the Superintendent of Schools. Application for such leave shall be upon a form to be furnished by the Board upon which the unit member shall state the specific reason for the request for personal leave.

Unused personal days shall be accumulated from year to year in the same manner as unused sick days. These days shall convert to accumulated sick leave for use in the case of illness or for reimbursement per Section K of this Article.

J. Legal Proceedings

Time necessary for appearances in any legal proceeding connected with the unit member's employment or with the school system or in any other legal proceeding the unit member is required by law to attend, provided he/she is not a litigant in such a legal proceeding.

- D. If any of the aforementioned holidays fall on a Saturday, then it shall be observed respectively on the first preceding workday, while if any of the aforementioned holidays fall on a Sunday then it shall be observed respectively on the next succeeding workday.
- E. The unit member's paid vacation will be subtracted from the work year.
- F. All unit members holding twelve (12) month appointments shall be entitled to paid, annual vacation leave of fifteen (15) days. This leave is non-accumulative except as banking is permitted in Board policy. All vacation days will be charged against the accumulated vacation bank at a ratio of 1:1.
- G. Vacation leave is to be taken in the year following the year in which it is earned, except as otherwise provided in Board policy. In the event of the death of an administrator, payment due to unused vacation earned shall be made to the estate of the deceased administrator.
- H. Vacation leave entitlements shall be pro-rated for unit members who otherwise would qualify therefore, but who work less than a full year.
- I. Board policies governing vacation in effect as of July 1, 1999, are fully applicable to members of this unit under the collectively negotiated contract.
- J. Unit members remaining earned vacation days in excess of forty (40) on December 31st of each calendar year shall be added to the Sick Leave Bank for retirement purposes, with a maximum of 200 days.
- K. Unit members who are unable to take entitled vacation days during the school year may elect to be reimbursed up to six (6) unused vacation days of their per-diem rate.
- L. With the approval of the Superintendent, members of this unit will be allowed to take up to three (3) consecutive vacation days when school is in session.
- M. Upon separation from the district, each member will be paid for all unused vacation accrued at their current per-diem rate.

ARTICLE IX

SCHOOL CALENDAR

The Association may have the opportunity to provide input into the school calendar.

ARTICLE X

TRANSFERS

- A. Voluntary and Involuntary transfers are a management prerogative of the Board.
- B. **Voluntary Transfers**
 - 1. A request will be considered if:

courses and each unit member shall take and successfully complete any such required course. The provisions of this Article shall apply to such courses.

E. The Board of Education will pay all mentoring fees associated with administrative certification. Unit members agree to 1 year of service to the district per \$1,000 received and will be liable for reimbursement to the district at the same rate for failing to meet this service commitment, except in cases of RIF or non-renewal.

ARTICLE XIII

INSURANCE PROTECTION

Full Health Care Coverage

The Board agrees that during the term hereof, it will provide to the members of this unit the same health insurance benefit programs and applicable fringe benefits as extended to other professional certified employees. The Board shall not decrease any level of health care coverage for members of this unit except as the result of negotiations between the Board and the Salem City Administrators' and Supervisors' Association.

A. The Board shall provide the health care insurance protection designated below:

1. Commencing with the 2002-2003 year, the Board shall be responsible for the following health benefit costs.

(a) The equivalent cost of the NJ Plus Medical Plan costs for the employee and eligible dependents under the NJ State Health Benefits Plan.

2. For each unit member 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 September 1 and ending August 31.

3. Provisions of the health care insurance program shall be detailed in master policies and contracts and shall include: all costs covered by AmeriHealth. The level of benefits as provided in the New Jersey State Health Benefits Plan shall serve as the minimum level of benefits to be provided by any carrier contracted by the Board.

B. Commencing with the 2020-2021 year, the Board shall offer the new Educators Health Program (EHP) Plan, Chapter 44. Chapter 44 stipulates all new hires on or after July 1, 2020 must move into the EHP plan effective January 1, 2021 and remain for 7 years. However, there will be a second option that will be offered July 1, 2021, called the Garden State Health Plan (GSHP) which is a NJ only network. Employees hired on or after July 1, 2020 will have this as a second option. EHP payroll contributions will be based upon CH 44 guidelines which are a percentage of salary. Current plans and ancillary plans (dental) will continue to be based upon CH 78 or current negotiated deductions per union contract. Anyone hired prior to July 1, 2020 may continue with their current plan design or enroll in the EHP.

C. The Board shall provide a dental insurance plan for each unit member and his/her spouse and dependent child(ren). This plan shall be equivalent to the Delta Dental Premier Plan established and effective as of September 1, 1994 and shall be at Board's expense. The premium cost to the Board shall not exceed three hundred and fifty (\$350.00) dollars per administrator.

D. Cash in Lieu of Benefits option.

information in writing at the earliest possible opportunity with a copy to the Superintendent and the Board. Until and unless the Board decides otherwise, the Superintendent shall make the final decision as to the existence and nature of the alleged condition.

ARTICLE XV

DEDUCTIONS FROM SALARY

The Board agrees to make salary deductions for Association dues as authorized by law and as directed by any unit member.

ARTICLE XVI

MISCELLANEOUS

- A. Use of personal automobiles by unit members for school business shall be reimbursed at the prevailing IRS rate.
- B. Reductions in force, if any, shall be provided for by law.
- C. Administrators will not be assigned to supervise the ACT prep classes on Saturdays. If an Administrator opts to supervise the ACT prep classes on Saturday, he/she will be paid at the Teacher Extracurricular rate of pay.

ARTICLE XVII

SALARY SCHEDULES

A. Salary Schedules

1. Salaries of current administrators in each position will be as follows:

ADMINISTRATIVE POSITION:

High School Principal
High School Vice Principal
High School Vice Principal/Athletics and Student Activities
Middle School Principal
Middle School Vice Principal
Middle School Vice Principal
Elementary School Principal
Elementary School Vice Principal of Early Childhood
Director of Special Services
Supervisor

B. Stipends for Additional Duties

1. Administrators who take on additional responsibilities after the departure of an administrator or a long-term disability of an administrator shall receive additional compensation at the following rates: 15% per diem retroactive to the thirty-first (31st) day in the acting position upon the sixty-first (61st) calendar day in the acting position and filling the vacancy. The Association and the unit members it represents shall indemnify and hold the Board harmless from any expense and all costs resulting from a tenure-based claim to a continuation of any of the sums involved in any such stipend involving any unit member.

2. Administrators who develop, write, supervise, and report on a competitive grant program approved by the Superintendent, that brings additional funding to the district, and contains funding for administrative services shall receive a stipend equal to the lesser of 5%, \$5,000, or the amount provided in the grant for administrative services in each year of the grant.

(a) Entitlement grants shall be excluded from consideration in this article.

(b) Grants sponsored by the United States or New Jersey Department of Education shall be excluded from consideration for administrators who have, as the major function of their position, the pursuit and supervision of grant programs.

(c) Stipends will not be added to the base salary for purposes of pension contribution or contractual salary increases.

(d) The Association and the unit members it represents shall indemnify and hold the Board harmless from any expense and all costs resulting from a tenure-based claim to a continuation of any of the sums involved in any such stipend involving any unit member.

(e) If supervision compensation is not provided as part of a grant, administrators who are appointed to supervise a school-wide after-school instructional program shall receive one (1) comp day for every ten days of coverage. Supervision duties may be shared and no administrator may receive more than six (6) comp days during the school year.

C. New Hires

1. During the term of this agreement, initial salaries for new unit member administrators enter in the district will be set in accordance with the following established ranges:

Principals	\$ 105,000 to 140,000
Directors	\$ 100,000 to 135,000
Assistant Principals	\$ 90,000 to 115,000
Supervisors	\$ 90,000 to 115,000

The salary range will be reviewed and/or revised annually by the Superintendent and unit President subject to Board approval.

2. The parties agree that the initial starting salary for all new hires or promotions effective after the date of execution of this contract shall be negotiable between the individual employee involved and the Board of Education.

3. Any employee hired or promoted with an effective date after the start of the school year must have actual employment of more than six (6) months to be eligible to receive any increase for the next school year.

4. The salary range for new employees shall be adjusted \$500 beginning the first year of the new contract

SIGNATURE PAGE

WITNESSETH:

In witness whereof the parties hereto have caused this AGREEMENT to be signed by their respective presidents, attested by their respective representatives and their corporate seals to be place herein.

SALEM CITY ADMINISTRATORS' AND SUPERVISORS' ASSOCIATION

By: [Signature] Date: 12/6/23
President – Salem City Administrators' and Supervisors' Association

By: [Signature] Date: 12/6/23
Vice President – Salem City Administrators' and Supervisors' Association

By: _____ Date: _____
Secretary – Salem City Administrators' and Supervisors' Association

By: [Signature] Date: 12/6/23
Treasurer – Salem City Administrators' and Supervisors' Association

SALEM CITY BOARD OF EDUCATION

By: [Signature] Date: 12/11/23
President – Salem City Board of Education

Attest: [Signature] Date: 12/11/23
Dr. Amiot P. Michel, Superintendent