

**AGREEMENT BETWEEN**

**WILLINGBORO TOWNSHIP BOARD OF EDUCATION**

**AND**

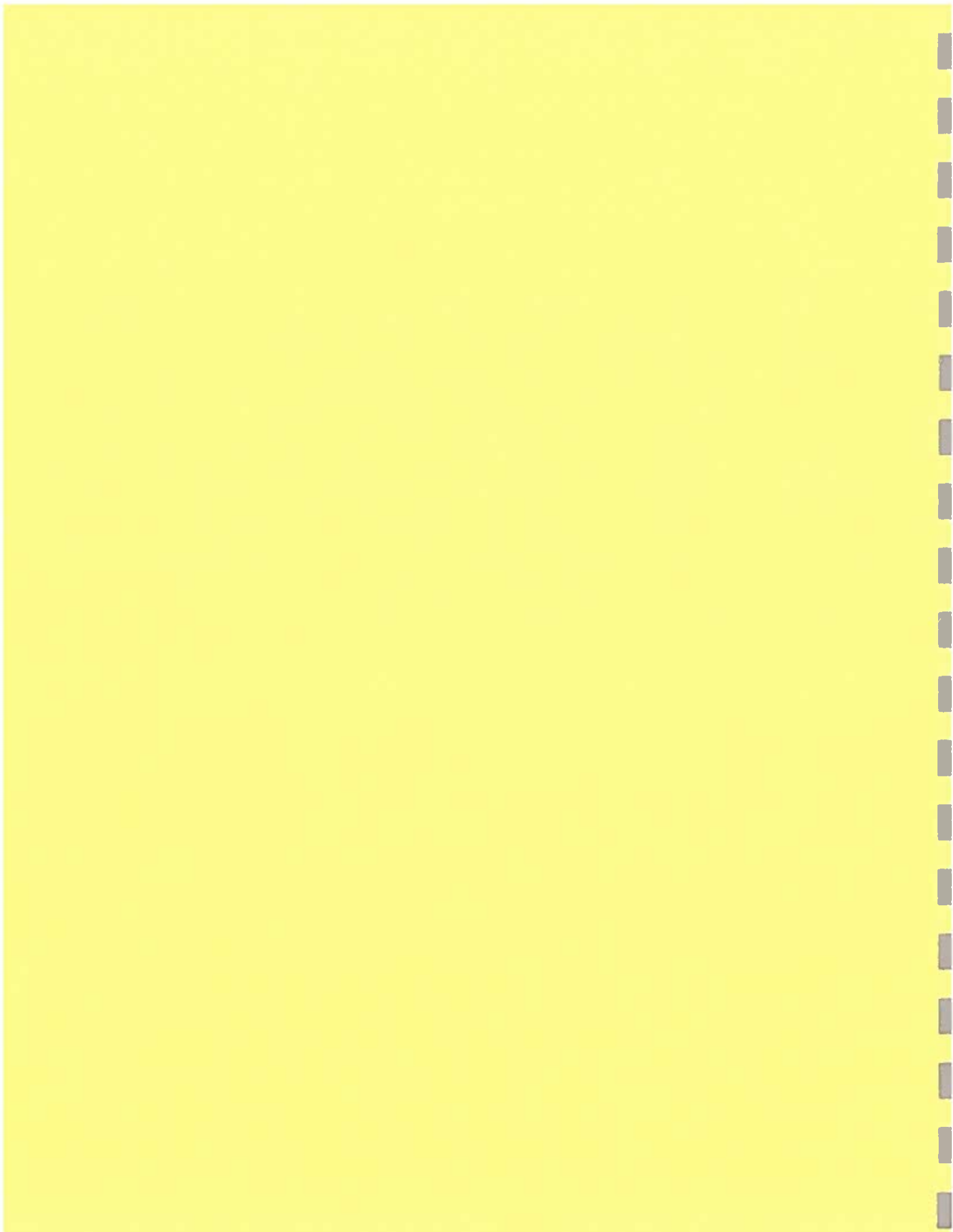
**WILLINGBORO EDUCATIONAL ADMINISTRATORS'  
ASSOCIATION**

**FOR**

**JULY 1, 2017**

**TO**

**JUNE 30, 2020**



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**PREAMBLE**

In order to comply with and effectuate the provisions of existing law in the State of New Jersey, THIS AGREEMENT IS MADE AND EXECUTED ON \_\_\_\_\_, by and between the WILLINGBORO TOWNSHIP BOARD OF EDUCATION, hereinafter referred to as the "Board of Education," and the WILLINGBORO EDUCATIONAL ADMINISTRATOR'S ASSOCIATION, hereinafter referred to as the "Association or WEAA."





## MEMORANDUM OF UNDERSTANDING

Pursuant to the negotiations held on August 14, September 5, 18, October 2, 16, 2017, between the Willingboro Board of Education (the "Board") and the Willingboro Administrator's Association (the "Association"), the parties reached the following tentative agreements subject to ratification by the membership of each party:

1. The parties hereby agree to the board proposals as follows:
  - i. The Board presented nine (9) proposals;
  - ii. The parties hereby agree to the following Board proposals: 2, 3, 4 (as amended – keep/grandfather current contract language; add "Any employee who becomes or became a unit member after July 1, 2017 may accrue 20 days of vacation leave without losing credit for same. Any such accrued vacation leave when exercised shall be subject to all restrictions contained in this Agreement with respect to the exercise of vacation leaves"); 6 (as amended – "Effective July 1, 2018, all secondary Assistant Principals, ie. middle and high school, shall be 12 month employees with a 10% salary increase added to base salary plus applicable 2.7% negotiated salary increase for the 2018-2019 contract year."); 9 (See Association counter).
  - iii. The Board has withdrawn the following proposals: 1, 5, 7, and 8.
  - iv. All other proposals not specifically referenced in items ii – iii above are considered rejected and/or are otherwise off the table unless specifically referenced herein.
  
2. The parties hereby agree to the Association proposals as follows:
  - i. The Association presented 12 proposals.
  - ii. The parties hereby agree to the following Association proposals (attached herewith): 1 (as amended, i.e., Principals, Assistant Principals, Supervisors, Directors, Programs Coordinator-Special Services, as members of the collective bargaining unit, excluding the Director of Special Education, Director of Safety and Security and Director of Human Resources.); 5 (as amended – Add new section XII(D) – "employees who elect to opt out/waive insurance coverage shall be entitled to incentive payment in accordance with applicable State Health Benefit Program amount."); 7 (i.e., 3 year contract 7/1/17 – 6/30/20); 9 (amend to \$40,000 effective July 1, 2018).
  - iii. The Association has withdrawn the following proposals: 2, 3, 4, and 11.
  - iv. Salary:  
The parties agree to a salary increase as follows:  
7/1/17 – 2.7% (retroactive); 7/1/18 – 2.7%; 7/1/19 – 2.75%.  
Effective 2018-2019 starting salary for new employees shall be as follows:
    - HS Principal – \$115,000 minimum
    - MS Principal – \$109,000
    - ES Principal – \$103,000



Assistant Principal(s) –

- HS – \$97,000
- MS – \$92,000
- ES – \$80,000\* (\*10 months)

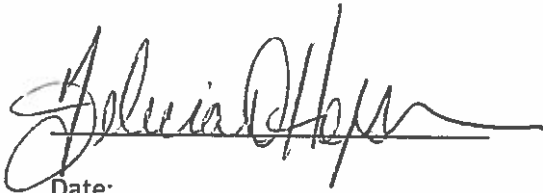
Other –

- Supervisors – \$86,000
- Director of Special Projects – \$115,000 minimum
- Athletic Director – \$97,000

\*\*The parties have agreed to establish salaried ranges for the affirmation job titles to be determined utilizing minimal starting salaries referenced. \*\*

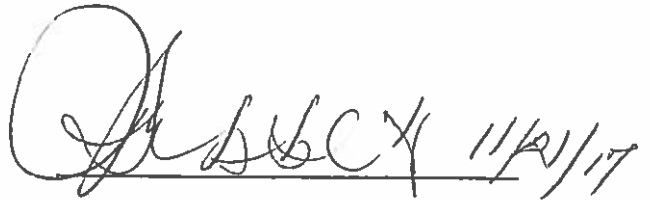
- v. All other proposals not specifically referenced in items ii-iii above are considered rejected and/or are otherwise off the table unless specifically referenced herein.

For the Board:



Date:

For the Association:



Date:



Article I

STATEMENT OF ASSOCIATION-BOARD OF EDUCATION RELATIONSHIP

A. We recognize that providing a high quality education for the children of Willingboro is the paramount sim of this school district and that good morale in the district is necessary for the best education of the children.

B. PRINCIPLES:

1. Objectives:

a. Attainment of the objectives of the educational program conducted in the schools of the district requires mutual understanding and cooperation among the Board of Education, the Superintendent, the Administration, the Staff, the Students, the Parents, and the citizens of the community. To this end, free and open exchange of views is desirable, proper and necessary.

b. This Agreement is negotiated in order to establish for its term the salaries and other conditions of employment of all members of the unit. Principals, Assistant Principals, Supervisors, Directors, Programs Coordinator-Special Services, are members of the collective bargaining unit. This specifically excludes the Director of Special Education, Director of Safety and Security and Director of Human Resources.

c. The Board of Education and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this Agreement and accordingly therein agree upon a grievance procedure for the effective processing of such disputes.

2. Implementation:

a. The Board of Education and the Association accept the provisions of this Agreement as commitments, which they will cooperatively, and in good faith, honor, support and seek to fulfill.

b. Subject to the provisions of Section 19 of Article 1 of the New Jersey Constitution and pursuant to the provisions of existing law in the State of New Jersey, as the

same may be amended or supplemented, the Board of Education agrees not to negotiate with any other organization or individual during the duration of this Agreement with respect to the personnel whom the Board of Education has designated as being represented by the Association; however, the Board of Education is free to communicate with unit members or their representative, individually or collectively, for whatever purpose the Board of Education may deem to be necessary and desirable, subject to the existing laws of the State of New Jersey.

c. Despite reference herein to the Board of Education or Association as such, each reserves the right to act hereunder by committee, individual member or designated representative, professional or law, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificates of resolutions) of authority to so act.

d. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof unless changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties, which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement, which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

## Article II

### UNIT MEMBERS' RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any unit members such rights as they may have under the New Jersey School. Laws or other state and federal labor laws and regulations. The rights granted to unit members hereunder shall be deemed to be in addition to those provided elsewhere.

B. No unit member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. -Any such action asserted by the Board of Education, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth with the exception of disciplinary matters where there exists alternate statutory appeal procedures.

C. This Agreement contains the full and complete agreement between the parties. Any practice or procedure pre-dating this Agreement, unless expressly included herein, is superseded and replaced hereby. The control of all terms and conditions of employment not expressly set forth herein are expressly vested in the Board of Education for the duration hereof and the Board of Education may establish, eliminate or modify such matters, from time to time, as it determines appropriate subject to the statutory conditions set forth under N.J.S.A. 34:13A-5.3, which requires proposed new rules or modifications of existing rules governing working conditions to be negotiated with the majority representative before they are established.

D. The filing of a communication of a derogatory nature concerning the performance of a member shall take place only after the member has had the opportunity to become fully acquainted with the contents of the communication. The member shall have the opportunity to respond in writing and/or to rebut such material, and such response shall be placed in his/her personnel file. Each member of the Association has the reserve right to inspect his/her personnel file upon request to the Superintendent of Schools or Director of Human Resources Department.

### Article III

#### ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board of Education will make available to the Association, in response to reasonable requests from time to time, available public information concerning the financial resources of the district, including annual financial reports and audits, published directory of personnel, agendas and minutes of all public meetings of the Board of Education, census data, names and addresses of all teachers, and all other public information, which may be necessary for evaluation of grievances or complaints and for intelligent negotiation.

B. Whenever any representative of the Association or y administrator is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, said person shall milk no loss in pay.

C. The Association and its representatives shall have the right to use District school buildings at reasonable hours:

1. for meetings;

2. for conferences with individual teachers about" grievances or about potential grievances.

Such meetings and conferences glean be held with the prior approval of the Superintendent or his/her designee, which approval shall not be unreasonably withheld.

#### Article IV

#### WORKING HOURS

A. The Board of Education and the Association recognize and agree that the unit members' responsibility to their profession generally entails the performance of duties and the expenditure of time beyond the normal working day. The unit members are entitled to regular time and work schedules on which they can rely in the ordinary course and which will be fairly and evenly maintained, to the extent possible, throughout the school system, except in emergencies and instances of staffing exigencies, and without prejudice to voluntary professional service above and beyond contract requirements.

B. The length of the regular work day shall be eight (8) hours. PTA meetings, parent evening conferences and special meetings, functions or activities are considered part of normal professional duties, which may be beyond the regular eight (8) hour day.

C. Regular duty hours, once fixed, shall not be changed without notice to and discussion with the Association.

D. Where there are exceptional demands upon a /macular individual for time over. and beyond the regular work day, as hereinbefore set forth, the Superintendent or the Superintendent's designee may work out, with the individual concerned, an arrangement for compensatory time off or adequate compensation, which is subject to final approval by the Board of Education.

E. It is understood that all unit members are entitled to a duty free lunch period.

F. All Assistant Principals shall be 11-month employees. Effective July 1, 2018, all secondary Assistant Principals, ie. middle and high school, shall be 12-month employees with a



10% salary increase added to base salary plus applicable 2.7% negotiated salary increase for the 2018-2019 contract year.

Article V

VACATION

A. All unit members who are employed by the district in a twelve (12) month unit position and continue to be so employed in a twelve (12) month position, shall be entitled to twenty-three (23) working days vacation to be taken at any time during the school year with the approval of the Superintendent or any such person officially acting in the capacity of Chief School Administrator and the individual requesting same. WEAA members are not permitted to take, or be on, vacation for the two (2) weeks prior to the first day of a new school year. Vacation time is earned during the fiscal year immediately preceding that in which it is taken. Any person who had been employed during that entire preceding fiscal year in a twelve-month position will be entitled to the twenty-three working days vacation. Any person, in a twelve-month position, who had been employed during only a portion of said preceding fiscal year shall be entitled to vacation time of one and one-half (1-1/2) days for each month of employment. With respect to persons in the latter category whose employment begins after the first day of a calendar month or terminated prior to the last day of a calendar month, they shall be credited for a full month's employment (for purposes of this Article) if they have been employed for fifteen (15) working days during said month. Ten and eleven-month positions receive no vacation leave.

B. Prior to using vacation days, request for such leave shall be forwarded in writing to the unit member's supervisor at least three (3) calendar days in advance of the day on which vacation day(s) is/are to be used.

C. An employee who was a unit member prior to August 13, 1993 and who had accumulated up to seventy-five (75) days of vacation leave prior to August 13, 1993 shall be entitled to maintain such leave without losing credit for same. Any employee who becomes or became a unit member after August 13, 1993 may accrue up to 60 days of vacation leave without losing credit for same. Any such accrued vacation leave when exercised shall be subject to all restrictions contained in this Agreement with respect to the exercise of vacation leaves. Any employee who becomes or became a unit member after July 1, 2017 may accrue 20 days of vacation leave without losing credit for same. Any such accrued vacation leave when exercised

shall be subject to all restriction contained in this Agreement with respect to the exercise of vacation leaves.

D. Vacation may be granted during a time other than that specified in Paragraph A of this Article only by mutual agreement of the Superintendent, or any such person officially acting in the capacity of Chief School Administrator, and the individual requesting same.

E. In the event a unit member is separated from service prior to June 30<sup>th</sup> of a given year for any reason, that member or, if deceased, their personal representative, is entitled to receive the cash payment for the monetary value of current vacation standing to their credit at the rate of salary prevailing at the time of their separation, but such vacation credit shall be computed at the rate of 1.916 days per month of employment. A person in this category is considered as having worked a full month for the purposes of computing vacation credit if they were employed for 15 working days during said calendar month.

## Article VI

### PROMOTIONS

A. All vacancies in promotional positions and all newly created promotional positions shall be filled according to the following procedures.

1. Such vacancies shall be adequately publicized, including a notice in every school (by posting, through the Superintendent's bulletin or otherwise) as far in advance of the date of filling such vacancy as possible.

2. Such notice of vacancy shall clearly set forth the qualifications for the position. Standards of qualifications will be consistent with the position and may change from time to time, providing notice of change shall least fifteen (15) days prior to the publication of said position.

3. Unit members who desire to apply for such vacancies shall file their applications in writing with the Human Resources Department within the time limit specified in the notice.

B. Promotional positions are define as positions paying a salary differential and/or positions on the administrative/supervisory level.

C. All appointments to the aforesaid vacancies shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status. New hires and those promoted from within shall earn salaries equal to the base salary for the job title which the unit member is hired or promoted or receive a \$1,500 increase in the unit member's current salary whichever is greater.

D. Vacancies which arise during July and August shall be posted in the Board office and each school building.

E. Interim appointments to vacancies (not exceeding three months) may be made at the discretion of the Board of Education. It is understood that such appointments are temporary in nature and are void upon final selection of personnel.

Any employee performing such temporary duties shall be compensated for the period of time for which he/she was officially designated by the Board of Education. Compensation for the performance of additional duties shall be subject to negotiations between the Association and the Board of Education. The extra compensation will be paid in the form of a stipend. The Board of Education will pay this stipend for duties performed within the regular work day as applicable to the position.

Such temporary appointments must be confirmed in writing by the Board of Education.

F. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building end a list shall be forwarded to the Association.

## Article VII

### TRANSFER POLICY

#### A. REQUEST

1. All requests for change of assignment must be submitted prior to May 1. Any request received after that date may be given consideration by the Superintendent, if , in the

Superintendent's discretion, it is felt that the same would be in the best interest of the school district. All requests shall be in writing and shall be filed with the Superintendent.

2. Upon request of the unit member, the Superintendent, or the Superintendent's designee, will confer with the member to discuss reasons for denial of a transfer request within 10 days after decision.

3. A list of the known vacancies that will exist the following year should be posted in all schools so that the unit members may apply for open positions. This list should be kept up to date with new openings added as they occur. During the summer this list will be kept posted in the Board office. A copy of such notice will be made available to the Association upon request.

B. Notice of all transfers will be given to the unit members as soon as practicable, and under normal circumstances before the end of the year. Whenever a reduction in staff requires the transfer of unit members, any impact upon terms and conditions of employment shall be negotiated with the majority representative.

### Article VIII

#### LEAVE OF ABSENCE

A. All unit members holding ten month contracts are entitled to thirteen days sick leave in each contract year and all unit members holding twelve month contracts are entitled to fifteen days sick leave in each contract year. Unit members who are unable to work, and, as a result, will be absent from work, must notify his or her immediate supervisor, by electronic mail (e-mail) or phone, no later than one (1) hour prior to when the unit member is required to report to work for that day. In the event that a unit member is absent due to a continuing, extended illness for a period of time exceeding their accumulated sick leave, the Board of Education., on a case-by-case basis, may provide extended sick leave benefits in accordance with N.J.S.A., 10A:30-6. A continuing extended illness, as referred to above, shall be defined as illness which necessitates employee absence for a consecutive period of ten or more working days.

B. All unit members shall be permitted to utilize a combined total of three days for personal business or religious holiday leave during the contract year. Request for such leave

must be forwarded in writing to the office of the Assistant Superintendent or the Superintendent of Schools at least one calendar week in advance of the day on which leave is to be taken, Approval will not be denied unless there is a planned event that transcends the operation of the school day (i.e. opening day, last day of school, testing days, or a day preceding a holiday). It is, however, recognized That leave for personal business will not require such advance notice when an emergency arises which does not feasibly permit such notice to be given. In such instances the unit member shall give as much advance notice as is reasonably possible under the circumstances.

C. All unit members will be permitted to exercise up to five days leave for death in the immediate family, and the "immediate family" shall be construed to encompass one's mother, father, wife, husband, children, brother, sister, mother-in-law, father-in-law, grandparents, and any relative domiciled in the unit member's household at the time of death. Unit members shall provide a copy of the obituary of the family member upon return.

D. All unit members may be absent from their positions for five consecutive school days for their marriage and honeymoon, but those days shall be regarded as personal business days under Paragraph B of this Article, or vacation leave, if applicable, under Article V of this Agreement. If such days are not available, this leave shall be without pay.

E. B. All unit members shall be entitled to all holidays, recesses and emergency closing days as provided for the teaching staff and all holidays declared by the State of New Jersey while school is not in session. The work year for ten (10) month positions will be September 1 to June 30. However, the Board of Education may increase the work year as long as the additional days are contiguous to the above dates and employees will be paid for all such days as their per diem rate of 1/200ths of their total pensionable salary. The work year for twelve (12) month positions will be July 1 to June 30.

F. The Board of Education may recognize the need for unit members to attend and participate in conferences of local, state and/or national organizations relating to their respective assignments without suffering any loss of pay. Application for permission to attend such conference shall be made in writing to the Superintendent of Schools at least 35 calendar days in advance of the event and attendance shall be conditioned upon the prior approval of the

Superintendent, or designated Administrator. If such an application is approved by the Superintendent, or designated Administrator, the attendance of the unit member shall be without loss of pay and with reimbursement for such reasonable expenses as may be incurred incident to said attendance as, for example, but without limitation, registration fees, travel expenses, lodging and food allowance. Written verification of attendance and of expenses actually incurred must be submitted in order for reimbursement payments to be made. Reimbursement will only be made in accordance with N.J.A.C. 6A.

G. Sabbatical leave of absence may be granted, subject to the following conditions:

1. No more than 10% of the administrative unit will be on leave at one time.
2. The member requesting leave has completed at least four (4) full school years of service in Willingboro School District.
3. Leave may be granted for travel, further studies, writing and/or research in pursuance of professional growth.
4. Seniority shall be the determining factor for awarding leaves of absence.
5. It is anticipated that all administrator returning to active employment from a sabbatical leave will remain with the district for a minim of two (2) years thereafter.

H. All unit employees on leave of absence intending to return to active employment shall notify the Superintendent or the designated Administrator, in writing, of said intention no later than April 15 of the prior school year. Said notification shall specify the return date requested. Failure to comply with this paragraph shall constitute a waiver of all rights of return.

I. Retirement Pay Plan - Employees hired after July 1, 1992, who retire from the district as retirement is defined by the Teachers' Pension and Annuity Fund ("TPAF") shall be entitled to be paid 15% of their per diem rate calculated at 1/200<sup>th</sup> for ten (10) month employees and 1/240<sup>th</sup> for twelve (12) month employees for all accumulated, in-district sick days earned at the time of retirement in an amount sick days earned at the time of retirement in an amount not to exceed \$15,000. Employees hired prior to July 1, 1992, who retire from the district as retirement is defined by IPAF shall have their accumulated, in-district sick days paid at their per diem rate

calculated at 1/200th for ten (10) month employees and 1/240th for twelve (12) month employees based on the number of accumulated sick days earned in the district at the time of retirement.

J. In the case of jury duty, a unit member shall be allowed time off for jury service. Ere/she shall be paid the difference between his/her regular pay and jury pay.

## Article IX

### PERSONNEL FILES

A. Official files shall be maintained in accordance with the following procedures:

1. A unit member shall have the right to review the contents of higher personnel file during regular business hours but not during the unit member's tour of duty upon written request presented to the Director of Human Resources three (3) days in advance or sooner if there is an emergent situation. The unit member shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the acknowledgement form to be filed with the express understanding that such signature in no way indicates agreement with the contents of any document.

2. If upon examining his/her personnel file the unit member has reason to believe there are inaccuracies in documents contained therein, the/she may submit a written memorandum to the Director of Human Resources or the Superintendent explaining the alleged inaccuracy. The Director of Human Resources or the Superintendent shall attach the unit member's memorandum to the document in the file. Disputes over alleged inaccuracies of documents in the unit member's file may be processed through the grievance procedure. Pre-employment records are to be kept in a separate folder and exempt from review by a unit member.

3. If at any time any material is included in a unit member's personnel file that is derogatory in nature, the unit member shall be notified thereof and given an opportunity to review the material. The unit member has the right to reply to said material by formal letter addressed to the Superintendent. The Superintendent shall place the unit member's reply letter in



the file as well as any additional response, which the Superintendent desires to make. A copy of the Superintendent's response, if any, will be forwarded to the unit member involved.

4. Unit members are permitted to have copies of anything contained in their personnel file.

Article X

GRIEVANCE PROCEDURE

A. General Provisions

1. The term "grievance" means an allegation that there has been:  
A violation;  
an erroneous application; or  
an erroneous interpretation of this contract or of any administrative decision or Board of Education policy affecting employees' terms and conditions of employment.
2. The term "grievant" means the complainant.
3. A grievance may be initiated:
  - a. By an aggrieved employee; or
  - b. By a group of aggrieved employees or by the Association as the representative of a group of employees whose respective complaints all present essentially the same question.
4. The failure to answer a grievance within the applicable limit of time shall entitle the grievant to proceed in accordance with these rules, to the next level. Any extensions of the time lines referenced herein must be made in writing.
5. The failure to appeal any decision upon the grievance, in accordance with these rules, to the next level, shall constitute acceptance of the answer not appealed.
6. The written statement required by Section 13.5 alien contain:
  - a. The identity of the grievant or grievants;
  - b. A general description of the grievance;
  - c. The nature of the relief sought;

d. The signature of the grievant or grievants except where the foregoing Article A.3.b is applicable;

e. The date of initial presentation at the first level;

f. The name and title of the individual to whom, at the first level, the presentation was made.

B. Levels and Limits

1. There shall be three levels:

a. The level of the principal or immediate superior involved;

b. The level of the Superintendent;

c. Arbitration, final and binding, conducted under the rules of the Public Employment Relations Commission.

2. The first level in any situation is recognized as the point where, ideally, a resolution consistent with the contract should be reached. Toward that end, the procedure there followed shall be informal and the individual grievant may elect to make his or her own presentation. The conference shall not be conducted, however, unless an appropriate representative of the Association has been accorded an adequate opportunity to be present.

3. If no mutually satisfactory decision is received within five (5) calendar days after the completion of the presentation made at the level of the principal or immediate supervisor, then within seven (7) calendar days thereafter a written statement of the grievance shall be delivered either manually or by ordinary mail to the office of the Superintendent who shall have seven (7) additional calendar years, measured from the date of such delivery, to provide a written response to the grievant and immediate supervisor. In that interim, the appropriate representative or representatives of the Association shall confer with the Superintendent, or with the Superintendent's designee, in an effort to effect a voluntary settlement.

4. If the complaint is presented by the Association, as the representative of a group of grievants who are employed in different schools, then the tied presentation shall be made at the level of the Superintendent, 5. In any event if within seven (7) calendar days after the date of resort to the level of Superintendent no mutually satisfactory decision is received, then the grievance, at the election of either party hereto signatory, may be submitted to final and binding arbitration conducted under the applicable Hales of the Public Employment Relations Commission.

5. In any event if within seven (7) calendar days after the date of resort to the level of Superintendent no mutually satisfactory decision is received, then the grievance, at the election of either party hereto signatory, may be submitted to final and binding arbitration conducted under the applicable rules of the Public Employment Relations Commission.

6. Grievances subject to binding arbitration are limited to those arising under the express written terms of this Agreement.

7. The arbitrator can add nothing to or subtract anything from the Agreement between the Parties. Alleged statutory violations may be appealed before the appropriate legal forum but shall not be arbitrable under this Agreement.

8. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs shall be shared equally. Any other costs shall be borne by the party incurring them.

9. The following matters shall not be grievable:

- a. the termination of or non-renewal of a contract of a non-tenured administrator;
- b. a matter where a method of review is prescribed by law, or by say rule or regulation of the State Commissioner of Education or the State Board of Education.

#### C. Limitation

1. Unless the initial submission is made no later than forty-five (45) days after the action or event challenged, the grievance shall be untimely and the administration shall have no obligation to entertain the complaint.

2. Any person who desires to have an unresolved grievance submitted to arbitration pursuant to the provisions of Paragraph B.5 hereof must, in order to do so, file with the Public Employment Relations Commission and serve upon the Board of Education, through the district's Human Resources Department, a written demand for arbitration within thirty (30) working days after the date on which the Superintendent either:

- a. made the determination with respect to the matter; or
- b. was due to have made the determination with respect to the matter

in the event that the Superintendent had failed to do so.

## Article XI

### SALARIES

A. Any initial salary of any unit member hired is the Board of Education's prerogative, subject to any minimum salary range for that particular position as determined by this Agreement. The Association Awn receive written notice from the Board of Education of such initial placement if it is so negotiated. Initial placement shall govern advancement in compensation.

B. Unit members will be granted a longevity service increment based upon continuous employment in 'the Willingboro Public School System. The administrative longevity service increment alien be in the sum of five hundred (\$500) dollars, which sum shall accrue at the issuance of the tenth consecutive contract or letter of intent and one thousand (\$1,000) dollars at the twentieth consecutive contract or letter of intent.

C. The base salaries of the Association shall be increased by a) 2.7% for the period July 1, 2017 to June 30, 2018, retroactive; b) 2.7% for the period July 1, 2018 to June 30, 2019; c) 2.75% for the period July 1, 2019 to June 30, 2020. Effective 2018-2019 starting salary for new employees shall be as follows:

Principals: High School- \$115,000 minimum, Middle School- \$109,000, Elementary School- \$103,000; Assistant Principal(s): High School- \$97,000, Middle School- \$92,000, Elementary School- \$80,000 (10-months); Other: Supervisors- \$86,000, Director of Special Projects- \$115,000 minimum, Athletic Director- \$97,000. Should a unit member who is in an acting capacity no longer hold one of the unit positions, that person shall return to an appropriate guide of their original unit.

D. The position of Athletic Director will be a twelve (12) month position.

E. Minimum salaries for all positions will be contained in Appendix A of this Agreement Appendix A will be negotiated by the parties and attached hereto.

F. Compensation for unit members shall be payable retroactively as if in effect on July 1, 2011, except that in the case of a unit member employed subsequently thereto, compensation shall be payable retroactively to the date of employment or promotion, whichever is applicable. Retroactive compensation for unit members who are twelve and ten month employees shall be distributed on a pro rata basis.

## Article XII

### HEALTH INSURANCE

A. Upon ratification and execution of this contract, the health and dental insurance program then available to the Willingboro Education Association (WEA) shall be the health and dental program of this unit, except that for all employees covered by this agreement the insurance program shall include the employee and the employee's immediate family.

B. The Board of Education agrees that with respect to each unit member who remains in the employ of the Board of Education for the full school year, it will make the necessary arrangements with respect to the payment of insurance premiums to provide continuing health insurance coverage for the full twelve month period commencing July 1st and ending June 30th so as to assure uninterrupted participation and coverage for unit members electing to participate in the plan.

C. Unit members who retire, as that term is used by the Teachers Pension and Annuity Fund, or who are on extended long-term unpaid leave of absence, shall be eligible to apply for

medical insurance coverage at a group rate. The premium for such coverage shall be paid solely by the unit member receiving that coverage with no costs, of any kind whatsoever, to the Board of Education. The coverage provided is adjustable to keep the premium level within any statutory or regulatory limitations. The parties agree and direct any person interpreting this contractual provision, which attempts to or could result in imposing any costs whatsoever upon the Board of Education as a result thereof as a waiver of this contractual provision. The intent is that no costs whatsoever be imposed upon the Board of Education.

D. Unit members shall contribute the appropriate percentage of their annual base salary toward the cost of health insurance as required by N.J.S.A. 18A:16.17 and Chapter 78, P.L. 2011.

E. Employees who elect to opt out/waive insurance coverage shall be entitled to incentive payment in accordance with applicable State Health Benefit Program amount.

### Article XIII

#### SCHOOL CALENDAR

All recommendations to be made by the Association shall be submitted to the Board of Education on or before January 15 preceding the school year to which the calendar is to pertain.

### Article XIV

#### ADMINISTRATORS' STUDY COMMITTEE

A. There shall be a monthly meeting between the Chief School Administrator, no more than three (3) Board of Education members as selected by the Board President, and three (3) WEAA members. The purpose of this meeting is limited to discussing any and all non-contractual issues within the school district, by which the WEAA is affected at the discretion of the WEAA.

B. The purpose of the Committee shall be to examine prevailing conditions, practices and procedures in the school district, the needs and concerns of the district administrators and any specific committee. It shall likewise endeavor to provide sufficient data to furnish all parties in interest with adequate information to evaluate the needs and/or problems of school administrators.

C. This Committee shall be convened at least once a year on a mutually convenient date, with such additional meeting may be scheduled thereafter by mutual agreement.

#### Article XV

#### MISCELLANEOUS PROVISIONS

A. Notification to non-tenured unit members of reemployment or non- reemployment shall be done in accordance with the provisions of N.J.S.A. 18A:27-10. et seq., as amended, and Chapter 125, P.L. 1995 (N.J.S.A. 18A:27-4).

B. Per diem rates will be defined as 1/200ths the for 10-month employees and 1/240ths for 12-month employees of total pensionable salary.

C. Annually, the appropriate Building Administrators may present to the Chief School Administrator, or his/her designee, appropriate justification for consideration of adding additional 12 month Assistant Principal(s) within their respective buildings. The Chief School Administrator shall then put forth the appropriate, and agreed upon, recommendation to the Board of Education.

D. For the purposes of promoting Professional Development and Career Advancement, this Agreement shall establish tuition reimbursement at the College of New Jersey rate. Tuition reimbursement will be divided equally among all approved unit members on a per course or per credit rate, but in no case shall exceed tuition cost. Effective July 1, 2018, the total amount of tuition reimbursement available shall not exceed \$40,000. Per N.J.S.A. 18A:6-8.5, the following conditions must be met to receive tuition reimbursement from the District: (1) the school that employee attends must be a duly authorized tuition of higher education as defined by status (2) the Superintendent must approve the reimbursement prior to the employee's enrollment in the course, and (3) the course the employee seeks reimbursement for relates to his/her current or future job responsibilities.

E. Annually, pre-established amount shall be set aside in each budget, henceforth, as Professional Development, exclusively for the utilization of WEAA members. Further, this Agreement shall establish that the Board of Education and the Chief School Administrator



ensure annual mandatory and discretionary Professional Development opportunities, with mutual agreement between the Chief School Administrator and the affected WEAA unit member.

F. The Board of Education recognize the value of professional organizations and agrees to pay members' dues for all unit members to the National Association of Elementary School Principals, the National Association of Secondary School Principals and the Association for Supervision and Curriculum, not to exceed \$1,000 per unit member.

#### Article XVI

#### MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

A. This document shall not be altered, modified or extended except by subsequent agreement in writing signed by the parties hereto through their official representatives.

B. The Association and the Board of Education agree that either party shall have the right to initiate negotiations for a successor agreement by notifying the other in writing of its desire to do so on or before December 15 of the final year of the Agreement.

#### Article XVII

#### MANAGEMENT RIGHTS

The Board of Education reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable law and regulations, subject only to the limitations imposed by the language of this Agreement:

- A. To direct employees of the school district;
- B. To hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees;
- C. To relieve employees from duty because of lack of work or for other legitimate reasons;
- D. To maintain efficiency of the school district operations sea to them;

E. To determine the methods, means and personnel by which such operations are to be conducted; and

F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

## Article XVIII

### REPRESENTATION FEE

A. Purpose of Fee

Any employee included in Article I who does not become a member of the Association during any membership year (i.e., from July 1 or September 1 to the following August 31) which is covered in whole or in part by this Agreement will be required to pay a representation fee to the Association for that membership year. The purpose of this fee is to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Notification

Prior to the beginning of each membership year, the Association will notify the Board of Education, in writing, of the amount of the regular membership dues charged by the Association on its own members for that membership year.

C. Deduction and Transmission of Fee

Once during each membership year, covered in whole or in part by this Agreement, the Association will submit to the Board of Education a list of those employees who have not become members of the Association for the current membership year. The Board of Education will deduct from the salaries of such employees, in accordance with subsection 3 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

1. Payroll Deduction Schedule

The Board of Education will deduct the representation fee in equal installments, nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deduction will begin with the first paycheck paid:

- a. 10 days after receipt of the aforesaid list by the Board of Education; or
- b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board of Education in a non-bargaining unit position or was on layoff, in which event the deductions will be made with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

2. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board of Education before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board of Education will deduct the unpaid portion of the fee from the last paycheck to be paid to said employee during the membership year in question.

3. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

4. Changes

The Association will notify the Board of Education, in writing, of any changes in the list provided for in subsection 1 above and/or the amount of the representation fee and such changes will be reflected in any deductions made more than 10 days after the Board of Education received said notice.

5. Once per month, the Board of Education will submit a list of new employees, hired by the Board of Education in positions represented by the Association, during the month preceding the month in which the report is made. The list will include name, job title and date of employment for all such employees.

D. Indemnification, Hold, Harmless and Guarantee Clause

1. The Willingboro Educational Administrators' Association and its affiliates shall indemnify and hold the Board of Education harmless against and from any and all claims, demands, suits, and any other forms of liability or costs, whatsoever, including but not limited to liability for reasonable counsel fees and other legal costs, paid to counsel of the Board of Education's choice, that may arise out of, or by reason of any action taken or not taken by the Board of Education in conformance with or in attempted conformance with the agency shop or representation fee provision. Furthermore, and in addition hereto, the Willingboro Educational Administrators' Association, and its affiliates, guarantees that it will be responsible for and reimburse to the Board of Education any costs arising from or by reason of any action taken or not taken by the Board of Education in conformance with or in attempted conformance with the agency shop or representation fee provisions.

2. The Willingboro Educational Administrators' Association and its affiliates shall be solely responsible for any costs, liabilities, refunds or charges of any type of expenses whatsoever arising from the use of the demand and return system or other appeal or challenge to the representation fee. In the event of such a situation, the Willingboro Educational Administrators' Association and its affiliates shall indemnify and hold the Board of Education harmless from any such costs, liabilities, refunds or charges, including but not limited to reasonable counsel fees and other legal costs paid to counsel of the Board of Education's choice that may arise put of or by reason of any reason of any such appeal or challenge.

E. In the implementation and operation of this agency fee provision the Association guarantees that it will comply with all constitutional, statutory and regulatory provisions and requirements.

Article XIX

DURATION

The provisions of this Agreement shall be effective as of July 1, 2017, and shall extend through June 30, 2020.

ATTEST:



WILLINGBORO BOARD OF EDUCATION



ATTEST:

WILLINGBORO EDUCATIONAL  
ADMINISTRATORS' ASSOCIATION

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RESOLUTION

# \_\_\_\_\_

**WILLINGBORO BOARD OF EDUCATION AWARDING A THREE YEAR  
CONTRACT TO THE WILLINGBORO EDUCATIONAL ADMINISTRATORS'  
ASSOCIATION TO PROVIDE ADMINISTRATIVE SERVICES**

WHEREAS, the Willingboro Board of Education ("WBOE") and the Willingboro Educational Administrators' Association ("WEAA") have determined that the District and its students benefit from the administrative services of WEAA members; and

WHEREAS, upon the WBOE and the WEAA have negotiated in good faith and came to an agreement at their August 14, September 5 and 18, and October 2 and 16, 2017 negotiation meetings, the terms of which were memorialized in the drafted Memorandum of Understanding ("Memorandum"); and

WHEREAS, the WEAA ratified the terms of the Memorandum on November 20, 2017; and

WHEREAS, upon the Board's approval of this resolution, this Memorandum will immediately take effect.

NOW, THEREFORE BE IT RESOLVED, that the Willingboro Board of Education as follows:

1. Authorization is hereby given to the Board President, Vice President, if necessary, Superintendent and/or his designee(s) to take all actions necessary to enter into a three year contract with the WEAA pursuant to the terms set forth in the \_\_\_\_\_, 2017 negotiations as memorialized in the Memorandum as memorialized by the WEAA on \_\_\_\_\_, 2017.

Record Vote

AYE

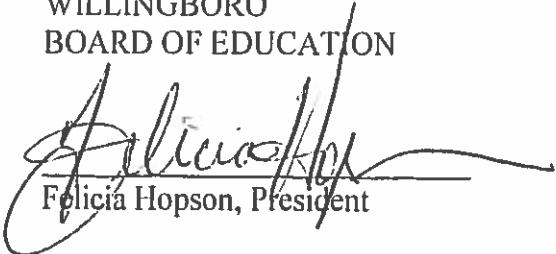
NO

ABSTAIN

ABSENT

The foregoing is a true copy of a Resolution adopted by the Board of Education on November 20, 2017.

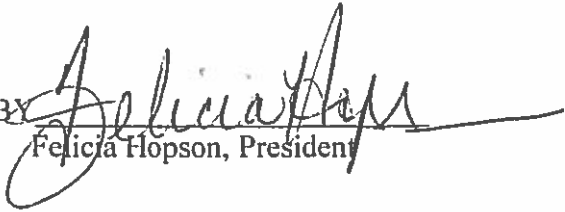
WILLINGBORO  
BOARD OF EDUCATION

  
Felicia Hopson, President





[SEAL]

BY   
Felicia Hopson, President

CERTIFICATION

I hereby certify that the foregoing is a true, full and correct copy of Resolution # \_\_\_\_\_ adopted by the Willingboro Board of Education at its meeting on November 20, 2017.

By: \_\_\_\_\_  
Kelvin Smith, School Business Administrator



## MEMORANDUM OF UNDERSTANDING

Pursuant to the negotiations held on August 14, September 5, 18, October 2, 16, 2017, between the Willingboro Board of Education (the "Board") and the Willingboro Administrator's Association (the "Association"), the parties reached the following tentative agreements subject to ratification by the membership of each party:

1. The parties hereby agree to the board proposals as follows:
  - i. The Board presented nine (9) proposals;
  - ii. The parties hereby agree to the following Board proposals: **2, 3, 4** (as amended – keep/grandfather current contract language; add "Any employee who becomes or became a unit member after July 1, 2017 may accrue 20 days of vacation leave without losing credit for same. Any such accrued vacation leave when exercised shall be subject to all restrictions contained in this Agreement with respect to the exercise of vacation leaves"); **6** (as amended – "Effective July 1, 2018, all secondary Assistant Principals, ie. middle and high school, shall be 12 month employees with a 10% salary increase added to base salary plus applicable 2.7% negotiated salary increase for the 2018-2019 contract year."); **9** (See Association counter).
  - iii. The Board has withdrawn the following proposals: **1, 5, 7, and 8.**
  - iv. All other proposals not specifically referenced in items ii – iii above are considered rejected and/or are otherwise off the table unless specifically referenced herein.
  
2. The parties hereby agree to the Association proposals as follows:
  - i. The Association presented 12 proposals.
  - ii. The parties hereby agree to the following Association proposals (attached herewith): **1** (as amended, i.e., Principals, Assistant Principals, Supervisors, Directors, Programs Coordinator-Special Services, as members of the collective bargaining unit, excluding the Director of Special Education, Director of Safety and Security and Director of Human Resources.); **5** (as amended – Add new section XII(D) – "employees who elect to opt out/waive insurance coverage shall be entitled to incentive payment in accordance with applicable State Health Benefit Program amount."); **7** (i.e., 3 year contract 7/1/17 – 6/30/20); **9** (amend to \$40,000 effective July 1, 2018).
  - iii. The Association has withdrawn the following proposals: **2, 3, 4, and 11.**
  - iv. Salary:

The parties agree to a salary increase as follows:  
7/1/17 – 2.7% (retroactive); 7/1/18 – 2.7%; 7/1/19 – 2.75%.  
Effective 2018-2019 starting salary for new employees shall be as follows:

    - HS Principal – \$115,000 minimum
    - MS Principal – \$109,000
    - ES Principal – \$103,000



Assistant Principal(s) –

- HS – \$97,000
- MS – \$92,000
- ES – \$80,000\* (\*10 months)

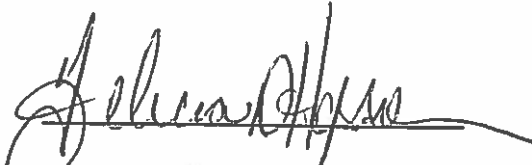
Other –

- Supervisors – \$86,000
- Director of Special Projects – \$115,000 minimum
- Athletic Director – \$97,000

\*\*The parties have agreed to establish salaried ranges for the affirmation job titles to be determined utilizing minimal starting salaries referenced. \*\*

- v. All other proposals not specifically referenced in items ii-iii above are considered rejected and/or are otherwise off the table unless specifically referenced herein.

For the Board:

  
Date:

For the Association:

11/20/17  
Date:

