

**AGREEMENT**

**BETWEEN THE**

**EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

**PRINCIPALS AND SUPERVISORS ASSOCIATION**

**AND THE**

**EDUCATIONAL SERVICES COMMISSION OF**

**NEW JERSEY**

**FOR THE PERIOD JULY 1, 2025 TO JUNE 30, 2028**

(May 29, 2025)  
(June 6, 2025)

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## PREAMBLE

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Educational Services Commission of New Jersey, hereinafter referred to as the "Commission", and the Educational Services Commission of New Jersey Principal and Supervisors Association, hereinafter referred to as the "Association".

## ARTICLE I MEMBERSHIP

### A. Unit Membership - Recognition Clause

In Accordance with N.J.S.A. 34:13A-1 et seq., the Commission recognizes the Association," as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all regularly employed administrative certificated employees, employed by the Educational Services Commission of New Jersey, including principals, vice principals, and supervisors.

All other individuals employed by the Commission not specifically enumerated above are excluded from this negotiation unit.

Unless otherwise indicated, the terms "administrator or employee," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiation unit as above defined.

## ARTICLE II NEGOTIATION PROCEDURES

### A. Negotiations

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 matters concerning the terms and conditions of employment of administrators.

The parties to a collective negotiation agreement shall commence negotiations for an agreement or a successor agreement, whichever shall be the case, or in the case of an agreed reopener provision shall commence negotiations pursuant to such reopener provision, no later than 120 days prior to the public employer's required budget submission date.

Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after the other party has been notified in writing of its intention to commence negotiations, unless the Commission and the Association mutually agree to an extension of time.

Any agreement so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing, shall be signed by the Commission and the Association, The Association shall provide written notice to the Commission of its ratification of the negotiated agreement, which shall then be adopted by appropriate resolution of the Commission.

During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times 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.

### ARTICLE III GRIEVANCE PROCEDURE

#### A. Definition

The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decisions, Commission policy, or state statute affecting a member or a group of members. The non-renewal of nontenured employees shall not be considered a grievance and shall not be subject to the grievance procedure or binding arbitration.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Procedure

##### 1. Filing a grievance

A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) school days after the administrator knew or should have known of the event.

## 2. Failure to Communicate a Decision

Failure at any step to communicate the decision on a grievance within the specified time limitation shall move the grievance to the next level. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive. Time limits may be extended by mutual agreement in writing, provided that the Superintendent or his or her designee shall sign on behalf of the Commission.

## 3. Informal Attempt to Resolve a Complaint

An administrator who has a complaint shall discuss it first with the immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of the Association within fifteen (15) work days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

## 4. Level One: Immediate Superior

If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within ten (10) work days, he shall set forth his grievance in writing to the immediate superior, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of the previous discussion; and
- d. his/her dissatisfaction with decisions previously rendered.

The immediate superior shall communicate his/her decision to the grievant in writing within ten (10) work days of receipt of the written grievance.

## 5. Level Two: Superintendent of Schools

The grievant, no later than ten (10) work days after receipt of the immediate supervisor'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 supervisor and his 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 fifteen (15) work days. The Superintendent shall communicate his/her decision in writing to the grievant and the immediate supervisor.

#### 6. Level Three: Commission Board of Directors

If the grievance is not resolved to the satisfaction of the grievant, the grievant, no later than fifteen (15) work days after the receipt of the Superintendent's decision, may request a review by the Commission's Board of Directors.

The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Commission's Board of Directors. The Board of Directors, or a Committee thereof, shall review the grievance and shall, at the option of the employee, hold a hearing with the grievant and render a decision in writing within thirty (30) work days of receipt of the grievance by the Board of Directors.

#### 7. Level Four: Arbitration

If the decision of the Commission's Board of Directors does not resolve the grievance to the satisfaction of the grievant or if no decision has been rendered, notice of intention to proceed to arbitration shall be given to the Commission's Board of Directors through the Superintendent within thirty (30) work days after the decision is rendered or should have been rendered.

The grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of the N.J. Public Employment Relations Commission.

The arbitrator shall limit himself/herself to the issues submitted to him/her. He/she can add nothing to, nor subtract anything from, the Agreement between parties or any policy of the Educational Services Commission of New Jersey. The opinion and award shall be final and binding.

Only the Commission, the aggrieved and appropriate officials of the Association shall be given copies of the arbitrator's opinion and award. This shall be given within thirty (30) work days of the completion of the arbitrator's hearings, or closing of the record.

8. Separate Grievance File – All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

9. Meetings and Hearings – No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

#### D. Costs

The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally. Any other costs shall be borne by the party incurring them. Where, however, the grievant elects to proceed without the Association's concurrence, the costs shall not be borne or shared by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

Time lost by any grievant and/or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

### ARTICLE IV EMPLOYEE RIGHTS

#### A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the Educational Service Commission of New Jersey hereby agrees that every employee of the Commission shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey, the Commission undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States: that it shall not discriminate against any supervisory employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association; his/her participation in any activities of the Association; collective

negotiation with the Commission; or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

#### B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

#### C. Just Cause Provision

No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Commission, or any agent or representative thereof, shall be subject to the grievance procedure and the limitation as set forth herein.

#### D. Required Meetings or Hearings

Whenever any employee is required to appear before the Commission or any committee or member thereof concerning any matter that may adversely affect the status of his employment, the employee shall be given 48 hours prior notice (which will be in written form) of the reasons for such meeting or interview and shall have representative(s) of the Association and/or attorney present to represent and advise the employee during such meeting or interview. Any suspension shall be in accordance with provisions of 18A:25-6 and shall be with pay in compliance with 18A:6-8.3 until formal determination by the appropriate authority. The Association shall have the right to be present to protect the interests, not only of the individual involved, but also of the organization as the bargaining representatives exclusively recognized.

#### E. Criticism of Supervisory Employees

Any criticism by a supervisor or Commission member of an employee shall be made in confidence and not in the presence of teachers, parents, students or at a public gathering. Any complaints regarding an employee made to a supervisor or Commission member must be made in writing. The employee shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association or legal counsel at any meeting or conferences regarding such complaint.

#### F. Legal Representation

The Commission agrees that it will provide legal representation in accordance with N.J.S.A 18A:16-6.

### ARTICLE V ASSOCIATION RIGHTS & PRIVILEGES

#### A. Information

The Commission agrees to furnish to the Association in response to requests, unless prohibited by law, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements, all allocations, agendas and minutes of all Commission meetings, census data, names and addresses of all employees and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.

#### B. Released Time for Meetings

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay and/or benefits.

#### C. Use of School Buildings

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

#### D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, at reasonable times, when 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.

#### E. Exclusive Rights

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the supervisory employees, as defined in the unit, and to no other organization.

#### F. Commission Minutes

The Commission shall either make the minutes of all Board of Directors meetings publicly available or shall forward to the Association President, all such minutes of meetings within ten (10) days of the Commission's formal acceptance of same.

#### G. New Employees

Within ten (10) work days of the hiring of a new employee to the unit, the Commission will submit to the Association, the name of the newly hired employee, contractual salary, hire date, location, job title, work year, home address and phone number. The Commission shall give all newly hired employees a copy of this collective bargaining agreement.

### ARTICLE VI ASSOCIATION – ADMINISTRATION LIAISON

#### A. Organization

The President of the Association and/or their designee or the Superintendent may request to meet at any reasonable time . Meetings will be scheduled in a timely manner. Meetings shall be held during the school day, unless otherwise mutually agreed, and shall be of a reasonable length.

### ARTICLE VII EVALUATION

#### A. Right to Full Knowledge

The Educational Services Commission of New Jersey and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his supervisor respecting the effectiveness of his performance and that, further, he is entitled to receive such recommendations that will assist him in increasing the effectiveness of his performance.

#### B. Procedures

Evaluations shall be conducted in accordance with law and regulation (N.J.S.A.18A:6-117), (N.J.A.C. 6A:10). The minimum number of observations for all non-tenured and

tenured administrators shall be in accordance with the requirements set forth in the Teacher Effectiveness and Accountability for the Children of New Jersey ("TEACHNJ") Act and implementing regulations. In addition, all non-tenured and tenured administrators shall receive an annual summative evaluation. Nothing in this article shall restrict the Superintendent and/or his designee from conducting additional observations of non-tenured or tenured administrators.

#### 1. 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. 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 and be advised that this will be placed in official personnel file.

#### 2. Notice of Contract Renewal

Each nontenured supervisory employee shall receive written notice, prior to May 15 of each year, whether or not the Superintendent intends to recommend a renewal of contract for ensuing year.

### ARTICLE VIII ADMINISTRATIVE VACANCIES

#### A. Date of Announcement

The Association shall be notified of each administrative vacancy as far in advance as practicable. Members who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice, and a receipt of application shall be provided to the applicant.

#### B. Application Criteria

The qualifications for the position, its duties and the rate of compensation, shall be clearly set forth. The qualifications set forth for a particular position shall not be changed during the application period and screening process unless the Association has been notified in advance of such changes and the reason thereof.

### ARTICLE IX PERSONNEL FILE

#### A. Personnel File

1. No material derogatory to an employee's conduct, service, character or personality or any material which could have an adverse effect on an employee's status shall be placed in his/her personnel file unless the member has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such materials by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The member shall also have the right to submit a written answer to such material and his answer shall be attached thereto.

2. All employees have the right, upon request, to review the contents of his personnel file and to receive copies at Commission expense of any documents contained therein. Employees are entitled to have a Representative(s) of the Association accompany them during such review. Employees have the right to indicate those documents and/or other materials in his file which he/she believes to be obsolete or otherwise inappropriate to retain.

3. The Commission agrees to protect the confidentiality of personal references, and other similar documents and the Commission shall not establish any separate personnel file which is not available for the employee's inspection.

#### ARTICLE X SICK LEAVE

A. All (12) twelve-month employees shall be entitled to twelve (12) sick leave days each year as of July 1.

1. All unused sick leave days shall be accumulated from year to year with no maximum limit. The maximum number of days which may be accumulated in any one (1) year is fifteen (15).

2. In the event an employee of the unit is excluded from working because of an action taken by the school district's medical or health authorities due to exposure to contagious or infectious disease, or a quarantine is imposed on the employee's household, said employee shall not be subject to loss of pay and such absences shall not be counted as sick leave.

B. Retirement or Termination of Employment

Any employee retiring in accordance with TPAF regulations shall receive per diem compensation (1/260) for all accumulated unused sick days at the time of retirement up to a maximum of fifteen thousand (\$15,000) dollars, unless limited by law or regulation.

### C. Death of Employee

In the event of death of the employee, the amount due shall be payable to the employee's estate, unless prohibited by law.

## ARTICLE XI TEMPORARY LEAVES OF ABSENCE

All employees shall be entitled to the following leaves of absence with pay during the school year:

### A. Death in Family

In the event of a death in the immediate family, an allowance of up to five (5) days, per occurrence, leave shall be granted.

"Immediate family" shall be grandparent, husband, wife, domestic partner, child, stepchild, father, mother, brother, sister, father-in-law, mother-in law, brother-in-law, sister-in-law or any member of the employee's immediate household.

### B. Funerals

An allowance of one (1) day each year shall be granted to attend the funeral of other relatives of the employee.

### C. Personal Leave

Absence of four (4) days per year may be granted to an employee without reduction in pay for personal business.

The number of unused personal leave days in any year shall accumulate for the purpose of sick leave from year to year, subject to the maximum accumulation of sick leave permitted by law.

### D. Jury Duty

In case of required jury duty an employee shall be allowed time off for jury service. He shall be paid the difference between his regular pay and jury pay. (N.J.S.A. 2B:20-16)

#### E. Legal

In case of required appearance for district business in a court of law involving the employee, he shall be granted time off without reduction in pay for such appearance.

#### F. Professional Conferences/Conventions

Upon the approval of the Superintendent, administrators may be permitted to attend national and state professional conferences/conventions at the Commission's expense. Expenses incurred by members as a result of their attendance and participation in these meetings shall be paid by the Commission, subject to OMB regulations. The approval or denial of a request to attend a conference shall be within the sole discretion of the Superintendent and any dispute may not proceed past Level 3 of the grievance procedure.

### ARTICLE XII VACATION

#### A. Time Allotted

1. Annual vacations for administrators shall be taken within the contract year at the discretion of the individual member with the approval of the Superintendent or designee.
2. All employees covered by this agreement shall be entitled to twenty-five (25) vacation days annually credited on July 1.
3. Employees may carryover up to twenty (20) unused accumulated vacation days into the succeeding school year. At no time shall the total of available vacation days exceed forty-five (45) days.
4. At the time of retirement, an employee who has worked for the ESCNJ for at least ten (10) consecutive years prior to retirement shall be entitled to payment for all unused accumulated vacation days up to a maximum of forty-five (45) days at the per diem rate of 1/260.

#### B. Work Year

The work year for all positions covered by this Agreement in effect on July 1, 2025 are twelve (12) months. The parties acknowledge the authority of the Commission to unilaterally reduce the work year for existing positions or to create new positions that do

not have a twelve (12) month work year, except that the parties shall negotiate in good faith regarding the impact of any such actions by the Commission.

Employee paid holidays shall be those listed in the annual Professional Staff Calendar. In no instance shall the annual number of holidays be less than seventeen (17).

Summer hours shall be in effect beginning on July 1 through the third full week in August. The employee's work day shall end at 3:30 p.m.

### ARTICLE XIII CHILD BEARING AND CHILD REARING LEAVES

A. Employees may apply for unpaid leaves of absence for disability due to pregnancy, for childcare, or for adoption subject to the following conditions:

1. An employee requesting leave for disability due to pregnancy must notify the Superintendent in writing as soon as possible after medical confirmation of such pregnancy. A mutually agreeable beginning date for the leave due to pregnancy shall be established by the Commission and the employee on the advice of their physician, but the Commission may remove the employee from their duties if the employee is not able to perform all of their job responsibilities. Disputes as to physical incapacity shall be decided by the employee's physician and the Commission's physician, or in the event of a disagreement, by a third physician jointly selected by the Commission and the employee or by the Middlesex Medical Society if no agreement is reached on the selection of a third physician.

2. An employee requesting leave for adoption and/or custody must notify the Superintendent in writing as soon as possible after confirmation of the adoption/custody. Leave will commence with the pay period immediately preceding the employee receiving de facto custody of the child(ren) or earlier if necessary to fulfill the requirements for adoption/custody. In the event that the adoption process endures beyond the end of the school year during which the employee has notified the Superintendent of his/her intention to adopt or assume custody the employee shall submit a new written notification to the Superintendent.

3. The employee shall return to work, unless extended leave for childcare has been granted, as soon as they are physically able to perform their duties, The Commission may require certification from the employee's physician as to their medical and physical fitness. The employee shall notify the Superintendent, in writing, as promptly as possible of the date of their anticipated return to work.

4. An employee may use any or all of their accumulated sick leave for disability due to pregnancy. The Commission has the right to require proof of such disability.

5. Leaves of absence for disability due to pregnancy or child care shall not extend beyond the end of the contract school year in which the leave is obtained in the case of non-tenured employees.

6. A tenured employee may apply for a twelve (12) month child care leave, which period shall commence at the end of the period of disability. Employees granted such leave must notify the Superintendent no less than sixty (60) days prior their expected return date. Upon approval of the Superintendent, the employee may request an extension of the child care leave until the conclusion of the school year (June 30).

7. Employees on extended leaves of absences without pay shall not be eligible for the economic benefits contained in this Agreement except as required by the Family Leave Acts.

#### ARTICLE XIV SALARY

##### A. Unit Salaries

The salary schedules for employees covered by this Agreement are set forth in Schedules A which are attached hereto and made a part hereof.

##### B. Salary Deductions

Employees may individually elect to have a fixed amount of their monthly salary deducted from their pay and accumulated to their credit. These funds shall be deposited in an interest-bearing account in an institution chosen by the employee which shall be selected on an annual basis.

##### C. Tax Sheltered Programs

The Commission agrees to deduct such monies as authorized by the employee for a tax-sheltered program that has been authorized to do business in the Commission's facilities. This selection shall be limited to three (3) tax shelter companies.

##### D. Mileage

Mileage reimbursement for required use of personal automobiles for Commission approved travel and for travel between work sites shall be in accordance with N.J.A.C. 6A:23A as amended. Toll receipts will be required.

#### E. Dues

The Commission recognizes the value of professional organizations and agrees to pay the employee's annual premier plan dues to the New Jersey Principals and Supervisors Association.

#### F. Professional Growth Allowance

Each employee shall be eligible to attend workshops and other professional growth opportunities. Allowable expenses shall include registration, materials, and travel. Attendance shall require the approval of the Superintendent which approval or withholding of which shall be within the Superintendent's sole discretion. The approval or denial of a request to attend a conference shall be within the Superintendent's sole discretion and any dispute may not proceed past Level 3 of the grievance procedure.

#### G. Disability Plan

The Commission shall pay fifty (\$50) dollars monthly toward the employee's personal disability plan.

#### H. Minimum Salaries for New Hires

The following shall be the minimum salary for all new hires to the ESCNJ:

Principal	\$118,000
Vice-Principal	\$100,000
Supervisor	\$ 96,000

No employee employed in the above listed positions shall be below the minimum salary listed.

#### I. Promotional Increases

Any existing member of the unit promoted to the position of principal shall receive a minimum annual promotional increase in base salary of \$7,000 in the year promoted.

Any supervisor promoted to the position of vice-principal shall receive a minimum annual promotional increase in base salary of \$3,500 in the year promoted.

#### J. Salary Increase

The 2024-2025 base salary for all employees in the unit, at or above the minimum salary for his/her respective position, shall increase by the following percentages:

2025-2026	3.85%
2026-2027	3.85%
2027-2028	3.85%

Employees below the minimum for his/her respective position shall be increased to the minimum, but no case shall that increase be less than 3.85%.

Salaries increments shall be retroactive to July 1, 2025.

### ARTICLE XV TUITION REIMBURSEMENT

A. The Commission will reimburse employees for the cost of tuition for graduate level courses as follows in accordance with N.J.S.A. 18A:6-8.5, as follows:

1. The course must be approved by the Superintendent in writing and in advance as being a subject matter course that is within the employee's current job description and certification, or a future district position, and must be completed at a duly authorized and accredited institution of higher education as defined in N.J.S.A. 18A:3-15.3. The denial of any course by the Superintendent as not being within the employee's future district position may not proceed past Level 3 of the grievance procedure.

2. A Request for Reimbursement Form for the current school year must be completed and submitted to the Superintendent's office. A copy of the registration documentation form received from the college/university, indicating tuition costs, must be submitted along with the Reimbursement Form.

3. The employee must obtain a grade of B or better, or pass in a pass/fail grading, to be eligible for reimbursement. A transcript of credit or official report of grade form must be submitted to the Superintendent's office at the completion of the approved course to process the reimbursement.

4. Reimbursement is limited the credit rate charged by the State College attended or the College of New Jersey rate if the employee attends a private college. A maximum of six credits per year (July 1 – June 30) may be reimbursed per employee.

5. The Commission's total expenditure for the tuition reimbursement pool shall not exceed thirty-thousand dollars (\$30,000) per school year. One-half of the unexpended maximum tuition pool will be added to the money available the following year. Any unexpended tuition pool money shall expire at the end of the following year such that the total expenditure in any given year shall not exceed forty-five thousand dollars (\$45,000).

6. If the tuition any qualified pool is insufficient in any fiscal year to meet the demands of the applicants, the following guidelines shall apply:

1. Tuition reimbursement for the first course taken by any qualified employee in a fiscal year shall be reimbursed in full at the current approved credit rate.

2. Reimbursement for additional courses shall be taken from the balance of funds after all first course reimbursement has been made.

3. Reimbursement for any additional courses taken by any one employee during one fiscal year shall be based upon a pro rata percentage of the total number of credits, not including first course credits, taken by all other qualified employees during that fiscal year.

4. The Association shall be notified in the event one-half of the available funds have been expended by December 30<sup>th</sup> of any fiscal year.

5. Applications and requests are to be made to the Superintendent for recommendation to the Commission and be approved before enrolling for course work. The following application deadline dates apply:

- a. May 1 for summer courses;
- b. August 1 for fall semester courses; and
- c. December 1 for spring semester courses.

6. Payment for courses will be made within ten (10) days after the Commission's regular business meeting where documentation is reviewed, provided documentation is received by the Superintendent no less than

fifteen (15) working days prior to the regular business meeting.

7. Employees who take college courses for credit while in the employ of the Commission shall have the transcript of credit or official report of grade form recorded in their files in the Superintendent's office.

8. Employees who accept tuition reimbursement must remain in the employ of the Commission for a minimum of one (1) school year following the course completion date. Employees who voluntarily terminate their employment with the Commission sooner than the expiration of one (1) year following the course completion date shall be required to reimburse the Commission for the amount of tuition reimbursement received by the employee. The refund to the Commission shall be pro-rated based on the number of months less than one (1) year. Reimbursement shall not be required in cases of involuntary separation, disability retirement, or death of the employee.

## ARTICLE XVI HEALTH INSURANCE

### A. Medical Insurance

1. The Commission agrees to pay the premium costs for medical, surgical, outpatient and Major Medical group insurance coverage for employees and their dependents, subject to acceptance by the carrier. Employees shall contribute towards the cost of the premiums as described in Section D. below.

2. There will be an 80/20 major medical co-insurance on the first two thousand five hundred dollars (\$2,500.00) of major medical benefits for the employee and family with a maximum out-of-pocket expense of five hundred dollars (\$500.00) for individual and a maximum out-of-pocket expense of one thousand dollars (\$1,000.00) for family.

3. There will be an Indemnity Plan deductible of one hundred dollars per employee and two hundred dollars per family (\$ 100/\$200). The Point of Service Co-Payment shall be ten dollars (\$10.00) per visit.

### B. Dental Insurance

1. The Commission shall pay the premium cost for the group dental insurance program for the employee and for the employee's dependents.

2. The individual maximum annual dental benefit shall be two thousand dollars (\$2,000).

### C. Prescription Insurance

1. The Commission shall pay the premium cost for prescription coverage for employees and their dependents in a co-pay prescription plan with a co-pay of fifteen dollars (\$15.00) for the name brand and fifteen dollars (\$ 15.00) for the generic drug in the Indemnity Plan and fifteen dollars for the name brand and ten dollars (\$10.00) for the generic drug in the Point-of Service (POS) Plan.

2. Prescriptions will be limited to a thirty (30) day supply of the prescribed medication or one (1) refill. Employees having prescriptions for more than a thirty (30) day supply or one (1) refill must use the mail service plan. Employees who fill prescriptions at any CVS pharmacy may receive a ninety (90) day supply at the co-payment amount in effect during the 2019-20 school year.

### D. Employee Contributions

1. Effective September 1, 2020, employee contributions for medical, dental and prescription insurance shall be based on the percent of premium at Tier 2 of PL 2011, Chapter 78.

2. Employees that are subject to the requirements of P.L. 2020, c.44 shall contribute as required by law.

3. Employees may continue enrollment in the group insurance program at the employee's expense when on a Commission approved unpaid leave of absence.

### E. Carriers

1. The Commission reserves the right to select alternative carriers providing comparable coverage.

### F. Insurance Waivers

#### 1. Health Insurance Waiver Option

Employees with dependent coverage shall be offered annually (July 1 to June 30) the option of waiving all health insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Commission, waiving both individual and dependent coverage will receive, for the year to which the waiver applies, three thousand dollars (\$3,000).

Any employee who executes an appropriate form, provided by the Commission, waiving individual coverage will receive, for the year to which the waiver applies,

twelve hundred and fifty dollars (\$1,250).

Once an employee makes an election to waive insurance coverage, he/she may not return at any time during that year except as noted in F.4. below. Employees hired during the year who elect not to take coverage or employees terminating his/her employment prior to July 1 shall have the above payments prorated on a monthly basis.

## 2. Dental Insurance Waiver Option

Employees with dependent coverage will be offered annually (July 1 to June 30) the option of waiving all dental insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Commission, waiving both individual and dependent coverage will receive, for the year to which the waiver applies, three hundred fifty dollars (\$350).

Any employee who executes an appropriate form, provided by the Commission, waiving individual coverage will receive, for the year to which the waiver applies, one hundred and fifty dollars (\$150).

Once an employee makes an election to waive insurance coverage, he/she may not return at any time during that year except as noted in F.4. below. Employees hired during the year who elect not to take coverage or employees terminating his/her employment prior to July 1 shall have the above payments prorated on a monthly basis.

## 3. Prescription Insurance Waiver Option

Employees with dependent coverage will be offered annually (July 1 to June 30) the option of waiving all prescription insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Commission, waiving both individual and dependent coverage will receive, for the year to which the waiver applies, three hundred fifty dollars (\$375).

Employees with individual coverage shall be offered annually (July 1 to June 30) the option of waiving all prescription insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Commission, waiving individual coverage will receive, for the year to which the waiver applies, one hundred seventy-five dollars (\$175).

Once an employee makes an election to waive insurance coverage, he/she may not return at any time during that year except as noted in F.4. below. Employees hired during the year who elect not to take coverage or employees terminating his/her employment prior to July 1 shall have the above payments prorated on a

monthly basis.

4. Employees who have waived insurance coverage will be permitted to re-enroll without waiting for the open enrollment period when a life-altering event occurs. Payments will be prorated for an employee who waives coverage for less than the full year due to an early reenrollment.

5. Waiver payments shall be made prior to the last school day each year or within one month of termination when the employee works less than a full year.

6. A cafeteria plan will be developed in compliance with Section 125 of the IRS code.

7. Employee contributions toward the cost of health insurance provided shall be deducted from the employee's salary each pay period in equal installments.

#### ARTICLE XVII MISCELLANEOUS PROVISIONS

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

B. This Agreement incorporates the entire understanding of the parties on all negotiable matters and shall not be modified in whole or in part except by an instrument in duly executed by both parties.

C. The Commission will, at its own expense, print sufficient copies of this Agreement for present and new employees.

D. Notice Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so, in writing, at the following address:

1. If by the Association, to Commission at 1660 Stelton Road, 2<sup>nd</sup> Floor  
Piscataway, NJ 08854.

2. If by the Commission, to Association at 333 Cheesequake Road, Parlin, NJ  
08859

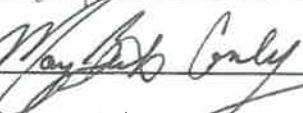
ARTICLE XVIII DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2025, and shall continue in effect until June 30, 2028. This Agreement shall not be extended orally.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries:

Educational Services Commission of New Jersey Principal's and Supervisor's Association

By:  President

By:  Secretary

Date 6/12/2025

Educational Services Commission of New Jersey

By:  July 29, 2025 President

By:  Secretary

Date 7/29/25