

AGREEMENT

BETWEEN

THE BOUND BROOK BOARD OF EDUCATION

AND

THE BOUND BROOK

ADMINISTRATORS' ASSOCIATION

2009-2012

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PREAMBLE

This agreement entered into the 1st day of July 2009 by and between the Board of Education, in the County of Somerset, State of New Jersey, hereinafter called the "Board" and the Bound Brook Administrator Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

- A. Pursuant to the provisions of N.J.S.A. 34:3A-5.3, the Bound Brook Board of Education hereby recognizes the Bound Brook Administrator Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following personnel, whether under contract, on leave, now employed or as may hereafter be employed by the Board:

Principal(s)
Assistant Principal(s)
Coordinator(s)
Director(s)
Supervisor(s).

- B. Unless otherwise indicated, the term "Administrators," when hereinafter used in this Agreement, shall refer to all employees in the bargaining unit as above defined.
- C. The parties agree to mutually develop salary guidelines.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations in accordance with N.J.S.A. 34-13A- 5.3, in a good-faith effort to reach agreement concerning the terms and conditions of the Administrators' employment. Negotiations shall begin in accordance with the time requirements of the Public Employment Relations Law. Any Agreement so negotiated shall apply to all Administrators, be reduced to writing, and shall be signed by the Board and the Association upon adoption by the Board and the Association.
- B. 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

1. A "grievance" shall mean a claim, in writing, by an Administrator or group of Administrators that there has been to him/her or them a misinterpretation misapplication or violation of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated by the Administrator within fifteen [15] calendar days (or five [5] working days, whichever is greater) of the time that the Administrator knows or should know of its occurrence; otherwise, the same shall be deemed to have been abandoned. The term "grievance" shall not include the following:
 - a. Matters where a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education or by the State Board of Education.
 - b. Matters which, according to law, are beyond the scope of Board authority or which are limited to unilateral action by the Board alone.
 - c. The failure or refusal of the Board to renew a contract of a non-tenured Administrator.
 - d. A complaint by any Administrator occasioned by appointment to, or lack of appointment to, retention in any position for which tenure is either not possible or not required.
2. A "Party" is a person or persons claiming the grievance and any person who might be required to take action, or against whom action may be taken, in order to resolve the grievance.

B. Procedure

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. Failure at any step of this procedure to communicate the decision on a grievance, within the specified time limits, shall permit the aggrieved Administrator to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. It is understood that Administrators shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be

made to expedite the process. All time periods contained in this grievance procedure may be extended by mutual agreement of the parties in writing.

5. Any party may be represented at all stages of the grievance procedure by himself/herself and/or one representative.

Level One

Any Administrator who has a grievance shall discuss it first with his or her immediate supervisor in an attempt to resolve the matter informally at that level.

Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the Administrator within ten [10] working days, he/she shall set forth within said ten [10] working day period his grievance, in writing, to his immediate supervisor on the grievance forms provided in the administrative manual. The immediate supervisor shall communicate his/her decision to the Administrator, in writing, with reasons within ten [10] working days of receipt of the written grievance.

Level Three

The Administrator whose immediate supervisor is not the Superintendent of Schools shall, no later than five [5] working days after receipt of the immediate supervisor's decision (if same is not satisfactory) appeal the same to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, with a copy to the immediate supervisor, setting forth the matter submitted to the immediate supervisor as specified above and the reasons for his dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve that matter as quickly possible within a period not to exceed ten [10] working days. The Superintendent shall communicate his decision, in writing, to the Administrator and immediate supervisor.

Level Four

If the grievance is not resolved to the Administrator's satisfaction, he/she, no later than five [5] working days after receipt of the Superintendent's decision whether under Level Two or Level Three, may request a review and hearing by the Board of Education. The request shall be submitted, in writing, with complete documentation to the Board Secretary, with a copy to the Superintendent. The Board may consider the appeal on the written record submitted to it. The Board may, on its own election, conduct a hearing and it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. If the Board elects to conduct a hearing, it shall be held within twenty-one [21] calendar days of the receipt of the grievance appeal by the Board. The Board shall make a determination within twenty [20] working days

from the receipt of the requested additional materials or from the date of the hearing, whichever is later, and shall, in writing, notify all interested parties through the Superintendent of Schools of its determination.

ARTICLE IV

LEAVES OF ABSENCE

A. Sick Leave Defined

Sick leave is defined to mean the absence from his/her post of duty of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his/her immediate household.

B. Sick Leave Allowable

1.
 - (a) In accordance with N.J.S.A. 18A:30-2, employees will be permitted (10) days of paid sick leave in any school year. Employees who work less than (5) days each week shall receive paid sick leave days on a prorated basis.
 - (b) Bargaining unit members employed after the beginning of the school year shall at the time of employment be credited with sick leave in an amount proportionate with the number of months and portion of a month remaining in the school year.
2. Employees who work an 11-month year shall be granted eleven (11) paid sick leave and employees who work a 12-month year shall be granted twelve (12) days paid sick leave.
3. The Superintendent of Schools will require for all leaves of absence for personal illness or disability a statement covering the cause of the illness and the dates of the absence to be signed by the employee and certified to by the building principal.
4. As provided in N.J.S.A. 18A:30-4, the Board of Education retains the authority for the Board and/or the Superintendent to require a physician's certificate for any length of absence due to illness or disability.
5. Absences of five (5) days or more for personal illness or disability must be certified by a licensed physician. This statement from the physician shall be sent to the School Business Administrator with the first payroll report on or after the fifth day of continual illness. The Superintendent of Schools may require the employee to submit additional certification from the attending physician or may require an examination or

examinations by the school physician. The Board shall reimburse the employee for any additional costs incurred by the employee when or if he or she uses the Board's physician. If said request for additional certification or examination requires an employee to take another day's leave, said day will not be charged to the employee.

6. 18A:30-6- Prolonged Absence Beyond Sick Leave Period: When absence, under the circumstances described in section 18A:30-1 of this article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined by 1/200 of the annual salary (10 month employee), 1/220 of the annual salary (11 month employee), and 1/240 of the annual salary (12 month employee).
7. By September 30 of each year, each individual staff member will be given a written account of all his/her accumulated sick leave as of June 30 of the previous year.

C. Workers Compensation Rights

The Board shall adhere to the statement of workmen's compensation rights of employees as set forth in N.J.S.A. 18A:30-2.1. This paragraph is inserted for informational purposes only. This paragraph is not to be deemed a term or condition of employment of this Agreement and is not subject to grievance or arbitration.

- D. New Jersey Family Leave Act (NJSA 34:11B-1) and Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) see policy

TEMPORARY LEAVES OF ABSENCE

A. Definition

1. This Article shall cover brief absences not chargeable to sick leave or for reasons directly beneficial to the school system. The provisions stated below for leave up to a maximum of ten (10) days at full pay shall be for one year, and no unused days shall be cumulative for use in another year.
2. Temporary leaves of absence will be granted on the basis of the schedule set forth in B., C., D. and E. below when applied for through a signed statement by the employee setting forth the pertinent facts related to the reason for which the leave is requested and the number of days used. This statement shall be certified by the school superintendent for approval.

A. Bereavement Leave

1. Up to five (5) days leave shall be granted where death occurs in the immediate family of the employee herein defined to be his or her father, mother, spouse, child, brother,

sister or any person making his or her home with such employee to a degree as to cause such a person to be regarded as a member of the immediate family.

2. Up to three (3) days leave shall be granted where death occurs to the employee's mother-in-law, father-in-law, or grandparents, provided such decedent is not a member of the immediate family as defined in Bereavement Leave B(1) above.
3. Up to one (1) day leave shall be granted where death occurs to any other relative or close friend of the employee.

B. Serious Illness Leave

Up to three (3) days leave shall be granted for a serious illness in the immediate family of the employee. The "immediate family" is defined in B(1) above.

C. Other Specified Emergencies of a Personal Nature

1. Temporary leave of absence within ten (10) days' maximum allowed annually may be granted by the Superintendent for any reasons below, provided that the employee makes application at least one week previous to the date of absence.
 - a. Court attendance compelled by subpoena involving any legal proceeding with the employee's employment with the school system with the exception of instances where the subpoenaed person would act for the Association against the Board-up to three (3) days.
 - b. Marriage of employee - up to two (2) days.

D. Other Unspecified Emergencies of a Personal Nature Which Cannot be Handled Outside of School

1. Upon application, and for good cause shown, made at least one week prior to the requested date of absence. The Superintendent may grant, each employee up to two personal days per contract year without having to state the reason for the personal day(s) within the ten (10) days maximum leave allowed under D above. The employee is expected to apply for the day(s) five workdays prior to the absence(s).
 - a. Any employee who does not use any of the two (2) personal leave days in a contract year will have one sick leave day added to his/her accumulated sick leave days.
2. Where an employee can substantiate a sudden emergency, that employee may, under this provision, notify the Superintendent of his/her leave within twenty-four hours previous or subsequent to the dates upon which that leave was taken.

3. Notwithstanding the aforesaid limitations, the Superintendent may nonetheless grant such a temporary leave of absence for a personal day or days if, in the exercise of the Superintendent's sole discretion, the Superintendent determines the nature of the emergency justifies the grant.

E. Administrators who retire for service or disability

Under the rules of T.P.A.F., and who have completed ten (10) years of service in the Bound Brook School District will be paid for all accumulated sick leave after the first fifty (50) days which shall be reimbursed at a rate of \$87.23 in 2009-10, \$91.33 in 2010-11, \$95.25 in 2011-12 Dollars per day.

F. Other Temporary Leaves - Superintendent's Discretion

The Superintendent may grant other temporary leaves of absence if, in the exercise of the Superintendent's sole discretion, the Superintendent determines the leave is justified.

G. Other Temporary Leaves

Other temporary leaves of absence for which an employee desires consideration may be referred to the Board of Education by submission of a statement providing all of the particulars of the case to the Superintendent.

H. Military Reserve Obligation

In accordance with RS 38:23-1, an employee who is a member of the organized reserve of the U.S. Army, U.S. Naval Reserve, U.S. Air Force Reserve, or U.S. Marine Corps Reserve, or other organization affiliated therewith, shall be entitled to leave of absence from the employee's respective duty without loss of pay or time on thirty (30) days which the employee shall be engaged in field training in any calendar year.

ARTICLE V

INSURANCE PROTECTION

HEALTH INSURANCE

- A. The Board agrees to provide during the term of this Agreement and to make available to each eligible employee, the employees' spouse and unmarried dependent children, the program of hospital, medical and surgical insurance as provided by the Public and School Employees' Health Benefit Act of the State of New Jersey, Policy No. 0092-000 or its substantial equivalent.
- B. The Board agrees to pay the full premium for eligible employees working half time or more for full individual health insurance coverage as described above. The Board agrees to pay the cost of the premium for eligible employees' dependents (spouse and unmarried dependent children) for the duration of this Agreement
- C. The Board will continue to pay the premiums for a family dental plan to maintain the same level of coverage as was in effect on June 30, 2009.
- D. In making group health insurance available to employees, the Board reserves full authority to designate or change insurance carriers or policies during the term of this Agreement so long as equivalent coverage is maintained.

ARTICLE VI

VACATIONS AND HOLIDAYS

- A. Members will also be able to use vacation days during the school year with approval of the superintendent. If the Members of this bargaining unit have any vacation days remaining from any previous school year, they will be entitled to cash in up to ten (10) vacation days per year at their salary rate. All administrators under twelve (12) month contracts shall be entitled to vacation days not to exceed eighteen (18) days per year, any unused days shall be cumulative for use in another year. (Saturday, Sundays and Legal Holidays excluded).
- B. If state legislation mandates a change in either A.; the members of BBAA and Bound Brook negotiations units agree that (12) month administrators will receive (22) days vacation, any unused days shall be cumulative for use in another school year.

ARTICLE VII

SALARIES

- A. Effective July 1, 2009 there shall be an increase of 4.0%
Effective July 1, 2010 there shall be an increase of 4.1%
Effective July 1, 2011 there shall be an increase of 4.3%
- B. Additional Responsibilities:
At the discretion of the Superintendent with the President of the BBAA (or his designee) and the member of the bargaining unit, anyone who performs duties on an interim or impending basis will have a meeting to discuss issues and determine compensation that may arise from the additional assignment. Nothing in this Agreement shall be construed to waive or limit the existing statutory rights of the Association to negotiate regarding changes in terms and conditions of employment.
- C. All administrators under 10 month contracts shall work 10 months and 10 days. Additional days at the per diem rate may be approved by the Board of Education upon request of the building principal and the recommendation of the Superintendent and mutually agreeable to all parties involved.
- D. Each 10-month administrator may individually elect to be paid his/her salary on a ten or twelve month scale. Any administrator wishing to be paid on a twelve month scale must notify the Board in writing, of his/her intent by July 1 or sixty days prior to the start of the new school year. If the twelve month option is selected, payment will be issued based on the payment schedule of twelve month administrators. If the ten-month administrator does not notify the board of his/her intent, the administrator will be paid on a ten-month scale.

ARTICLE VIII

GRADUATE CREDIT TUITION REIMBURSEMENT

- A. Administrative staff that pursues advanced degrees to assist in the advancement of the quality of the education for Bound Brook Schools shall receive full tuition reimbursement at any state school. If any individual chooses to participate in a program in a non-state school, they will be reimbursed at the state rate. Any administrator currently enrolled in an advanced degree program shall be entitled to continue to receive re-imbusement at the rate specified in the 2005-08 BBAA contract. This agreement will be in effect so long as the administrator signs an agreement to remain in the district for a minimum of two years upon completion of the program.
1. All courses must be taken at an accredited college or university.

2. All courses must be passed in accordance with the passing grade as established by the program or university
3. In lieu of an established passing grade, "P" will be accepted
4. Payment will be made upon submission to the Superintendent of Schools final grade(s) based on the above criteria.
5. The superintendent may recommend to the Board of Education that the two year obligation be waived with Board approval.

ARTICLE IX

EVALUATION AND TENURE

- A. The parties agree that all Administrators are entitled to candid written appraisal of their performance. In accordance with the State Administrative Code, tenured Administrators will receive not less than one [1] written evaluation in each school year and non-tenured Administrators will receive not less than three [3] written evaluations in each school year. Nothing herein stated abridges the Board's right to not renew the contract of any non-tenured member prior to that member's having attained tenure per N.J.S.A. 18A:28-5B.
1. No later than, as per statute or prescribed by legislative action, the Board of Education shall give to each non-tenured Administrator, continuously employed since the preceding September 30, either:
 - (a) A written offer of a contract for employment for the next succeeding year providing for usual termination clause on notice and, at such salary and benefits, as may be agreed upon between the Board and the Association and, if the non-tenured Administrator desires to accept such employment he/she shall notify the Board of such acceptance in writing within ten [10] school days after receipt of such an offer; or
 - (b) A written notice that such employment will not be offered.
- B. Any non-tenured Administrator who receives a notice of non-employment may request, in writing, a statement, in accordance with statute, of reasons for such non-employment from the Superintendent, which statement shall be given to the Administrator in writing after receipt of such request.
- C. Any non-tenured Administrator who has received such notice of non-employment and statement of reasons shall be entitled to an informal appearance before the Board, provided a written request for hearing is received in the office of the Secretary of the Board, according to statute, after receipt by the Administrator of the statement of reasons.

- D. The informal appearance shall be scheduled within thirty [30] calendar days from receipt of the Board's statement of reasons. The Board's determination shall not be subject to appeal through the grievance procedure.

ARTICLE X MISCELLANEOUS

- A. Where an Administrator is required to use his/her automobile in the performance of his/her duties, he/she shall be reimbursed at the current approved state rate for the duration of the contract.
- B. 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 application shall continue in full force and effect.
- C. Any individual contract between the Board and an individual Administrator heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains language inconsistent with this Agreement, then this Agreement, during its duration, shall be controlling.
- D. This Agreement incorporates the entire understanding of the parties on all matters that were, or could have been, the subject of negotiation. 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 time they negotiated or executed this Agreement, except as otherwise provided by N.J.S.A.34:13A-5.3.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by written notice to the following addresses:
1. If by Association, to:
The Bound Brook Board of Education
337 West Second Street
Bound Brook, New Jersey 08805
 2. If by the Board, to:
Bound Brook Administrator's Association
The President thereof, at his home address

F. Board will pay for membership in two New Jersey professional organization of the employee's choice.

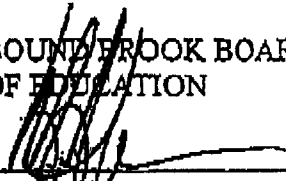
G. Liaison Meeting: The parties agree to two (2) meetings per year with the Association and the Board, with or without the Superintendent, in October and May of each year or on such dates mutually agreeable to the parties.

ARTICLE XI
DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2009, and shall continue in effect until June 30, 2012. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing signed by both parties.

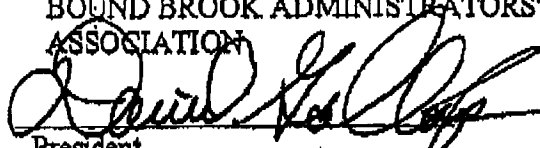
B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attended by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

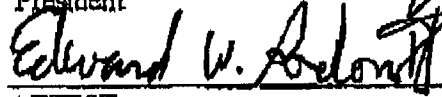
BOUND BROOK BOARD
OF EDUCATION



President

BOUND BROOK ADMINISTRATORS'
ASSOCIATION



President


Secretary

ATTEST

ATTEST

Secretary

Date

8/26/09

Secretary

Date

8/26/09