

**2009-2012 AGREEMENT**  
**BETWEEN THE**  
**BOARD OF EDUCATION**  
**OF THE**  
**TOWNSHIP OF BRANCBURG**  
**THE COUNTY OF SOMERSET, NEW JERSEY**  
**AND THE**  
**BRANCBURG DIRECTORS ASSOCIATION**

### **PREAMBLE**

The Agreement entered into this day of May, 2011, by and between the BOARD OF EDUCATION OF BRANCBURG, hereinafter called the "Board" and the BRANCBURG DIRECTORS ASSOCIATION, hereinafter called the "Group" represents the complete and final understanding of all bargainable issues between the Board and the Group. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>PAGE</b>
I. Recognition.....	4
II. Board Rights .....	4
III. Conformity with Law.....	4
IV. Negotiations and Successor Agreement.....	4-5
V. Grievance Procedure.....	5-6
VI. Salaries.....	7
VII. Benefits .....	7-9
VIII. Professional Work Time Requirements.....	9
IX. Paid Leave.....	9-10
X. Tuition Reimbursement, Conferences and Professional Development .....	10-11
XI. Grant Writing Incentive .....	11-12
XII. Duration .....	12

## ARTICLE I

### RECOGNITION

- A. The Board hereby recognizes the Group as the sole and exclusive negotiating agent pursuant to N.J.S.A. 34:13A-1 et seq. for Directors.
- B. Individual members of the bargaining unit may petition the Board for the opportunity to negotiate individual special terms and/or conditions relating to retirement. However, the Board is not obligated to accept anything other than terms specified in this Agreement.

## ARTICLE II

### BOARD RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under Title 18A of the New Jersey Statutes, School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations as they pertain to education.
- B. All rights and legal prerogatives not expressly curtailed by this Agreement are hereby reserved to the Board.

## ARTICLE III

### CONFORMITY WITH LAW

Should any provision hereto be held or determined by any court or agency having jurisdiction to be invalid or unenforceable, than same shall not invalidate the other provisions thereof that are severable from such provisions.

## ARTICLE IV

### NEGOTIATIONS AND SUCCESSOR AGREEMENT

- A. The parties agree to commence negotiations for a successor Agreement in accordance with the requirements of N.J.S.A. 34:13A-5 et seq. The Board will produce copies of the negotiated Agreement within two (2) weeks of the signing of the new Agreement. The Board will provide one copy to each employee. The cost is to be borne by the Board.

- B. During the term of the Agreement, neither party shall be required to enter into negotiations regarding any matter involving terms and conditions of employment, whether or not such matters were a topic of the negotiations which resulted in the current Agreement.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

#### **A. General Issues**

1. A grievance shall be filed in writing within ninety (90) calendar days of the event complained of. If the grievant could not reasonably have known of the complaint, the initial time period shall commence from the point at which the grievant should reasonably have known.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure by the grievant 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. 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. The time limit specified at any step may be extended in any particular instance by mutual agreement between the Group and the Superintendent. Any such extension must be in writing.

#### **B. Definitions**

1. A "Grievance" is a complaint that there has been as to the grievant a violation, misinterpretation, or misapplication of written Board policies or regulations involving terms and conditions of employment or any provisions of this Agreement.
2. The term "Grievant" shall mean an individual staff member or a group of staff members having a common grievance, or the Group. However, the term "grievance" shall not apply to a complaint of a non-tenured employee which arises by his/her not being re-employed.

#### **C. Procedure – INFORMAL**

1. An attempt shall be made to resolve any complaint by discussion between the grievant and the Superintendent before differences become formalized as grievances.

## **D. Procedures – FORMAL**

1. Level One – Written Grievance
  - a. If the grievant is unable to resolve the grievance at the informal stage within five (5) school days after presentation of the grievance at the informal meeting, a grievance shall be presented in writing to the Superintendent.
  - b. The Superintendent shall, within five (5) school days after receipt of the grievance, meet with the grievant in an effort to adjust the matter.
  - c. The Superintendent shall make a decision and communicate it in writing to the grievant within five (5) school days after said meeting.
2. Level Two – Appeal to Board
  - a. If the grievance is not resolved to the grievant's satisfaction, within seven (7) school days of receipt of the decision of the Superintendent, the Group may appeal the decision to the Board. The appeal must be in writing and shall contain the following information: the specific contract provisions or policies that have been allegedly violated; the name(s) of the grievant(s); the nature and extent of the injury or loss; and the precise remedy sought.
  - b. The Board, or at its option, a committee of the Board, shall hold a hearing within fifteen (15) school days of the receipt of the appeal. The Board's decision, including reasons in writing, will be forwarded to all parties in interest within ten (10) school days of the hearing.
3. Level Three – Binding Arbitration
  - a. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, the Group may submit the dispute to binding arbitration, by filing with the Public Employment Relations Commission ("PERC") a request for issuance of a list of arbitrators within 14 days of receipt of the Board's written decision, and simultaneously delivering a copy of said request to the Board, through the Superintendent. The arbitration proceedings shall be conducted pursuant to PERC's regulations. The arbitrator shall limit himself to the issues submitted to him. He can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. The opinion and award shall be final and binding. Only the Board and 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) calendar days of the completion of the arbitrator's hearings, or closing of the record.

## **ARTICLE VI**

### **SALARIES**

- A. There shall be no salary increase for the 2009-2010 school year and there shall be no salary increase for the 2010-2011 school year. There shall be a two percent (2%) increase for the 2011-2012 school year.

## **ARTICLE VII**

### **BENEFITS**

#### **A. Medical and Prescription Drugs**

1. The Parties agree that the Board will provide medical coverage through the School Employees Health Benefits Plan ("SEHBP") and will provide a separate prescription card through the SEHBP.
2. There shall be a \$250 annual reimbursement for eye exams, eye glasses, and contact lenses.

#### **B. Dental**

1. All members of this group shall be provided employee and dependent group dental insurance, comparable to the Horizon coverage in force as of July 1, 2002.

#### **C. Insurance Waiver Payments**

1. Employees choosing to waive any insurance coverage shall be paid twenty-five percent (25%) of the premiums that the Board would have paid on their behalf, or Five Thousand Dollars (\$5,000), whichever is less. Employees must submit proof of alternative coverage in order to waive coverage.
2. Employees may re-enroll in any plan that they have waived each July 1 during an "open enrollment period" or – if the employee experiences a life event that results in the loss of the spouse's coverage – immediately as of the date of the loss of coverage, subject to written proof of the "life event." Re-enrollment shall not result in a waiting period for pre-existing conditions.

3. Payment will be made in two installments in the second paychecks in December and June.

**D. Long-term Disability**

1. The Board will pay an annual premium up to \$1,500 towards long-term disability insurance for all members of this group.
2. The benefit shall equal 60% of each member's pre-disability earnings, up to a maximum monthly benefit of \$7,000. The benefit shall be payable after an elimination period of 90 days and will be payable up to age 65.



**E. Retirement Benefit**

1. Each member of the Group shall be paid his per diem rate, up to a maximum of \$15,000 for accumulated sick leave upon retirement. This payment shall also be made in the event of death prior to retirement, regardless of age or years of service.

**F. Dues**

1. The Board shall provide for payment of professional dues up to and not exceeding an annual budgeted limit of \$2,000 per member of the Group. The Board may, at its sole discretion, increase this amount by a majority vote at a public meeting.

**G. Mileage**

1. The Board shall pay administrators at the current State rate per mile for all driving on district business outside the district.

**H. Annuity**

1. The Board shall pay annually \$2,500 toward an annuity chosen by the Director. Annuity contributions will be made on July 1<sup>st</sup> of each year.

**ARTICLE VIII**

**PROFESSIONAL WORK TIME REQUIREMENTS**

- A. The Board requires the members of this group to be bound, by ethics and good judgment, to spend such time as is necessary to meet their professional obligations.

**ARTICLE IX**

**PAID LEAVE**

**A. Sick Leave**

1. Twelve (12) days per year. Unused sick leave days shall accumulate without limit.

**B. Personal Leave**

1. Paid personal leave may be granted with prior approval of the Superintendent, as follows:
2. Five (5) days personal leave for critical illness in the family.
3. Five (5) days personal leave for death in the family.
4. Five (5) days personal leave (any combination of court appearance, marriage, religious holidays); two (2) of these days may be taken without stated reasons.

**C. Vacation**

1. All members of this group on twelve- (12-) month contracts shall be given an annual paid vacation allowance of four (4) weeks. A new hire starting employment after July 1 will receive a prorated vacation allowance for that first partial year of employment. Those with twenty (20) years of service to the school district, ten (10) of which have been in a 12-month administrative capacity, shall be entitled to five (5) weeks of vacation. Exact dates of vacations will be set jointly by the individual administrator and the Superintendent with the needs of the school district given first consideration.
2. If vacation days are unused, an employee may carry over up to ten (10) vacation days into the following contract year provided that five (5) of these days are used by January 1 of the following contract year and five (5) days are used by July 1 of the following contract year.

**D. Holidays**

1. All members of this group on twelve- (12-) month contract shall be entitled to 15 such paid holidays as may be established annually by the Board.

**E. Work at Home**

1. Directors will have the option to work from home on days when school is not in session during emergency school closings due to the weather.

**ARTICLE X**

**TUITION REIMBURSEMENT, CONFERENCES, AND PROFESSIONAL DEVELOPMENT**

- A. The Board agrees to pay for Professional Development and Improvement according to the following guidelines.

1. Subject to the limitations below: to pay the cost of tuition or other reasonable expenses incurred in connection with any course, workshop, seminar, conference, in-service training session; and to pay the cost of tuition, student and registration fees associated with graduate level courses at a college or university and/or courses with the NJ Excel Program. Where appropriate, reimbursement will be made upon submission of a grade report with a grade of 'B' or better or the successful completion of the workshop, seminar, or conference.
2. The total cost of tuition, fees, and related expenses under this Article shall not exceed \$4,000 for the entire Group per year. The Board may, at its sole discretion and without setting a precedent, increase this amount by a majority vote at a public meeting.
3. Written application for all courses (university or other), workshops, seminars, conferences, and training sessions must be made to, and approved in advance by, the Superintendent.
4. The employee agrees to serve the district for three years following the completion of any graduate level course work (including NJ Excel) paid for under this Article, or the employee will reimburse the district for the prorated amount upon separation (the total amount before 1 year, 2/3 before year 2, 1/3 before year 3), unless these amounts are partially or fully waived by a majority vote of the Board at a public meeting. This reimbursement is automatically waived if tenure is not granted by the Board when eligible or if the Board dismisses the administrator. The reimbursement is also automatically waived upon death or disability of the employee.

## **ARTICLE XI**

### **GRANT WRITING INCENTIVES**

- A. The Board and the Group agree that it is desirable to seek and apply for available grants from governmental and private sources to enhance the educational environment at Branchburg Township Public Schools.
- B. Any employee, through his or her own initiative, who obtains a grant or combination of grants, shall be entitled to apply for a merit stipend in the amount of ten percent (10%) of the grant amount, not to exceed a stipend of \$5,000.
- C. An eligibility determination as to whether a grant or combination of grants qualifies for a merit stipend lies within the sole discretion of the Superintendent which shall not be grievable or arbitrable. For example, it is not the intent of this Article to render eligible those grants and funds such as Federal or New Jersey State grants, government aid from any source, or grants from parent organizations or an Educational Foundation.


- D. Application for any grant and any merit stipend must receive the prior approval of the Superintendent and the Board of Education. A grant may be monetary or equivalent services, materials, supplies and/or equipment. In order to qualify for a merit stipend, such grant or grants must total an amount of at least ten thousand dollars (\$10,000). Any money contributed by the district shall not be included in the \$10,000 threshold amount.
- E. No employee may qualify for more than one merit stipend in any one school year. In the event a qualifying grant is obtained by more than one member of this group, the merit stipend will be equitably divided. It is understood that any merit stipend is not salary and shall not be included for purposes of calculating future salary increases.

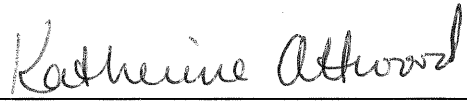
**ARTICLE XII**

**DURATION OF THE AGREEMENT**

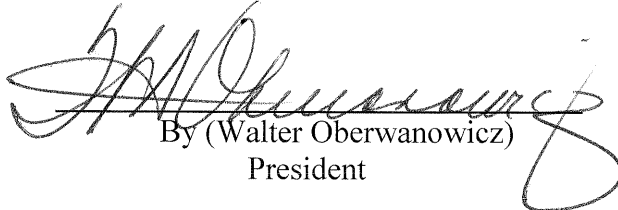
- A. This Agreement shall be effective as of July 1, 2009, and shall continue in effect until June 30, 2012. Negotiations for a successor agreement will commence as set forth in Article IV.
- B. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on this 19th day of May 2011.

**BRANCBURG BOARD OF EDUCATION**

By   
President

By   
Secretary

**BRANCBURG DIRECTORS ASSOCIATION**

By   
(Walter Oberwanowicz)  
President

By   
(Karen Conant)  
Secretary