

**NEGOTIATED AGREEMENT**

**BORDENTOWN REGIONAL  
PRINCIPALS' & SUPERVISORS ASSOCIATION**

2008/2009

2009/2010

2010/2011

**BORDENTOWN REGIONAL SCHOOL DISTRICT**

**BORDENTOWN, NEW JERSEY 08505**

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Article I

RECOGNITION

- A. The Board hereby recognizes the Bordentown Regional Principals' & Supervisors Association as the majority representative for collective negotiations as defined in the New Jersey Public Employer-Employee Relations Act concerning grievances and terms and conditions of employment for certificated supervisory personnel under contract by the Board in the following job categories:

Principals  
Director of Special Services  
Assistant Principals  
Supervisors

Excluded are: CDA Director  
Business Administrator  
All other employees

- B. Unless otherwise indicated, the term "Association," when used hereafter in this Agreement, shall refer to all employees represented by the Bordentown Regional School District Principals & Supervisors Association in the negotiating unit as above defined.

ARTICLE II

Negotiation of Successor Agreement

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with NJSA 34:13-A-et seq. in a good-faith effort to reach agreement on terms and conditions of employment.
- 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.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. This Agreement between the Board and the Association 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. The Board and the Association, for the life

of this Agreement, voluntarily and unqualifiedly agree that neither party shall be obligated to negotiate collectively with respect to any subject matter not specifically referred to or covered in this Agreement, whether or not such matter was raised or discussed in the negotiations leading up to the execution of this agreement.

### 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 or Board Policy or Board decision adversely affecting a member or group of members of the Association.

An "aggrieved" person is the person or persons making the claim.

All members of the Association, including the grievant, shall continue to perform duties under the direction of the Superintendent regardless of the pendency of any grievance, until such grievance is properly determined.

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

The parties agree to follow the procedures outlined in the Agreement.

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, but a grievance lodged by a group or by the Association will be initiated at level one (b).

##### B. Purpose

The purpose of this procedure is to enforce the rights and obligations of all parties signature to or covered by this Agreement. 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

Level one -

- (a) Any member of the Association who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level.
- (b) If the matter is not resolved at level (a), the grievant will submit the complaint in writing to his/her immediate supervisor within ten (10) working days of the incident giving rise to the grievance.

Level two -

If as a result of level one the matter is not resolved to the satisfaction of the grievant, s/he shall submit the complaint in writing to the Superintendent within ten (10) working days of the grievant's receipt of the response from level one b. The Superintendent shall communicate a decision to the grievant in writing within ten (10) working days of receipt of the written complaint.

Level three -

If the grievance is not resolved by the response of the Superintendent within ten (10) working days of that response or within twenty (20) working days of the submission in writing to the Superintendent of the grievance, the aggrieved person may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. Either party at level three has a right to a hearing before the Board or a committee thereof. The decision of the Board shall be binding on all parties.

Level Four -

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

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

The arbitrator shall limit him/herself to the issues submitted. S/he can add nothing to, nor subtract anything from the agreement between parties or any policy of the Board of Education. The opinion and award shall be advisory. Only the Board, 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. The cost of the arbitration will be shared equally by the two parties.

D. 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 part of the personnel file of any of the participants.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association shall have the privilege to use space in school buildings for meetings at reasonable non-school hours on school days, provided that the approval of the Community Education/Recreation Director has been secured in advance of the time of all such meetings in accordance with Board Policy.
- B. The Association will have reasonable use of the post boxes and the interschool mail service.
- C. The Board agrees to bear the cost of reproducing this Agreement as arranged.
- D. Whenever any member of the Association is scheduled mutually by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, s/he shall suffer no loss in pay and/or benefits.

## ARTICLE V

MANAGEMENT RIGHTS AND PRIVILEGES

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.
- B. The Association agrees and recognizes that the Board reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this Agreement.

## ARTICLE VI

EVALUATIONA. Evaluation Instrument

The evaluative instrument criteria and procedures shall be developed by the Superintendent with consultation with the Association. The Superintendent shall recommend to the Board for final approval.

B. Frequency

The Superintendent shall establish supervisory procedures that will guarantee a minimum of three (3) written evaluations per year for each non-tenured Association member. A tenured member will receive a minimum of one (1) written evaluation

C. Procedures

1. Copies of Reports -

Each Association member shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. Written report is to be received by the member within ten (10) school days after the evaluation/observation has been completed. No written evaluation may become part of an Association member's personnel file without the member's signature.

2. Right of Association Member to Respond -

A conference shall be arranged between the evaluator and the Association member within five (5) school days after receipt of the written evaluation by the member. At such time, the Association member is entitled to have his/her response to the evaluation read, discussed and appended to the evaluation report. A member must receive a copy of the written evaluation at least twenty-four (24) hours before the conference takes place. It is the responsibility of the evaluated Association member to arrange for the conference.

ARTICLE VII

WORK YEAR

- A. The Association may provide to the Superintendent input relative to the school calendar prior to its submission to the Board.
- B. All association members are twelve (12) month employees and shall be responsible to work, as a minimum, the administrative calendar. Unless there is an emergency (as determined by the Superintendent of Schools) or a district wide calendar change, administrators are not required to work during the spring and winter break. Administrators will work when necessary to meet individual responsibilities



ARTICLE VIII

TERMS AND CONDITIONS OF EMPLOYMENT

A. Certification

Anyone hired for a supervisory or administrative position, in an acting or permanent capacity, must be properly certified by the State of New Jersey. In temporary or short-term replacements due to emergency situations, the Board may hire someone without the requisite certification. It is understood that every effort will be made by the Board to fill the position as soon as possible with someone who holds the requisite certification.

B. Notification

Upon employment, the Board shall notify the Association, in writing, the type certificate(s) and degree(s) held and the address of each new member.

C. Recruitment

Administrative vacancies in the school system will be made known to members of the Association as the vacancies arise. Association members may apply for any open position.

ARTICLE IX

SALARY

A. Salary Ranges - all years

Elementary Principal	\$85,000-\$112,000
Middle and High School Principal	\$95,000-\$130,000
Assistant Principal - all levels	\$78,000-\$100,000
Supervisor	\$78,000-\$100,000

Stipend: There will be a stipend of \$2,000 paid to the Coordinating Supervisor.

Attached to this document is the salary agreement for all Association members employed or committed to be employed effective October 15, 2008.

B. Longevity

Longevity compensation will be \$1,500 after fifteen (15) years in district; \$2,000 after twenty-four (24) years in

district. Longevity compensation will not be paid if an increment is withheld. Service in the district in a full-time certificated position prior to entry into administration counts toward longevity.

C. Increment

The Board is not obligated to spend any withheld increment on other salaries. Withheld increments do not go back into the salary pool.

D. Temporary Assignment of Additional Responsibilities

When extenuating circumstances, not vacation days, require an Association member to take a leave of absence of five (5) or more consecutive days and another member is asked to assume that position in addition to his/her primary responsibilities, after five (5) consecutive days remuneration of \$75.00 per day will be paid.

E. Reduction in Force

If a unit member is bumped into a lower position due to reduction in force, the following shall occur:

- (1) If the existing salary is within the new range, the person shall remain frozen in salary for one year, then move as normal in subsequent years.
- (2) If the existing salary is above the negotiated range, the person shall remain frozen in salary until the range extends beyond the existing salary.

## ARTICLE X

### LEAVES OF ABSENCE

A. Leave of Absence Without Pay

Leaves of absence without pay may be granted to tenured members represented by the Association, and such leaves of absence without pay for good causes may be approved or rejected upon written application to the Superintendent and the Board. Such application is to be received by the Superintendent ninety (90) days prior to the commencement date of the requested leave. In emergency situations in which ninety (90) days' notice would not be possible, the request must be submitted in writing for the approval or disapproval of the Superintendent and would be subject to the concurrence of the Board in writing.

Upon returning from a leave of absence without pay, previous allowable sick leave shall be restored.

Leaves of absence without pay shall not count toward seniority.

B. Leave of Absence With Pay

1. Personal Illness Days -

The Board provides employees represented by the Association with thirteen (13) days per year at full pay for personal illness. These days may be accumulated for use in subsequent years.

2. Pay for Unused Sick Leave -

- a. Upon retirement from the system, Association members shall be reimbursed according to the following formula. Notice of retirement must be received by the District by January 1 of the school year prior to retirement. If the retirement notice is not received by that date, the individual may have to wait until the next budget year for unused sick leave reimbursement.

0 - 15 days = \$ 0  
 16 - 50 days = \$50/day  
 51 - 100 days = \$85/day  
 101 - 150 days = 1/2 per-diem rate/day  
 151 days + = per-diem rate/day

Per-diem rate shall be 1/240th for all association members.

b. Leaving the District

(1) For Association members hired as an administrator prior to 1999, the following sick day buy-back applies upon separation from the district:

- a. 2008-2009 - payable in accordance with B2(a).
- b. 2009-2010 - payable in accordance with B2(a) but capped at \$75,000.
- c. 2010-2011 - payable in accordance with B2(a) but capped at \$50,000.

(2) An Association member hired after July 1, 1999, will receive compensation only upon retirement from the district. An Association member hired on or after July 1, 1999, will be capped at \$15,000 for sick-day buy-back.

3. Illness in the Nuclear Family -

The Board provides the employees represented by the Association with three (3) days per year at full pay for illness in the nuclear family (spouse, parent, child, and other household members).

4. Death in the Immediate Family -

The Board provides the employees represented by the Association with five (5) days per event at full pay for death in the immediate family (spouse, parent, grandparent, sibling, child, mother/father-in-law, brother/sister-in-law, daughter/son-in-law, other household members).

5. Jury Duty or Subpoena by Court -

The Board assures the employees represented by the Association full pay for each day that their presence in court in relation to their work responsibilities is required by subpoena. The Board further provides full pay for each full day that the employee is required to be in court for jury duty. Remuneration for jury duty will be forwarded to the Board upon payment.

6. Days for Other Reasons -

The Board provides four (4) personal days of leave of absence with pay per year:

- a) Request for approval shall be submitted to the appropriate supervisor at least twenty-four (24) hours in advance;

- b) Will not be granted on days immediately preceding or following scheduled holidays. Also, will not be granted at a time when absence may seriously hinder the overall operation of the school, e.g., opening day, closing day, conference days, etc. An exception may be provided if the reason for the leave was an unforeseeable emergency or if it is absolutely impossible to schedule the matter on another day. Such requests shall have the reasons for such leave stated and be subject to approval by the administration. Leave to attend the funeral of a person not in the immediate family shall be an acceptable reason under this section.
- c) Approved "emergency" days may be granted with less than twenty-four (24) hours' notice, with reasons stated and approved, including the reason of death in other than the immediate family.
- d) Unused personal days may be converted to available sick days.

## 7. Vacation

The Board provides the following vacation days:

<b>Number of years</b>	<b>Number of days</b>
<b>1-5</b>	<b>17</b>
<b>6-10</b>	<b>19</b>
<b>11-15</b>	<b>22</b>
<b>16-20</b>	<b>23</b>
<b>20 and over</b>	<b>25</b>

Association members may accrue a total amount of vacation equivalent to twice the annual amount. Upon leaving the District, they shall be entitled to payment for unused vacation at the per-diem rate of one (1) two-hundred-and-fortieth (240th) times the current base rate.

Vacation is earned at the rate indicated above and is to be taken the year following the accrual. Special consideration may be given by the Superintendent during the first year of employment. All vacation days used must be approved in advance by the Superintendent.

## ARTICLE XI

INSURANCE PROTECTION

- A. The Board shall provide to eligible unit members and their dependents, at no cost to the employee, the State Health Benefits Plan (SHBP) insurance package without a free standing prescription plan. The Board will pay the full cost of all medical plans offered by the district.
- B. The Board shall provide the current dental coverage plan known as the Delta Dental Plan of New Jersey, Inc., or an equal coverage plan, for all employees represented by the Association. Dependent coverage may be received at employee's expense.
- C. The Board shall provide to each unit member a description of the health care insurance coverage provided under this Article which includes a clear description of conditions and limits of coverages listed above as soon as they are available.
- D. The board of education agrees to contribute \$500 per association member per contract year toward disability insurance.

## ARTICLE XII

PROFESSIONAL DEVELOPMENT

- A. The Board will assume the full cost and expenses for any course, workshop or conference which the Superintendent, in writing, approves for any member of the Association to take or participate in.
- B. The Board will assume for any member represented by the Association the full cost of membership dues, other than union dues, in one state and one national professional education association. All publications received as a result of the memberships agreed upon will become the property of the Board.
- C. The Board will reimburse tuition costs for all graduate-level courses required to be taken at the direction of the Board or Superintendent.

The above clauses are over and above D, E, and F below.

- D. The Board will reimburse 50% of the tuition costs (based on

50% of a Rutgers University charge for a course for all graduate-level courses which are completed with a grade of "B" or better as long as such courses are appropriate to and in accordance with the duties and responsibilities of the Association member and are taken at an NCATE approved institution. Course work must be approved in advance by the Superintendent or be a part of an approved matriculated program. Such reimbursement will follow application to the Board for same. Cost to the board will not exceed \$6,000 per contract year.

Administrators receiving tuition reimbursement from the district must remain employed by the district for at least two (2) years following such reimbursement. Administrators who leave prior to the two (2) year period will be required to repay the district the full amount of tuition reimbursement payment received.

E. Tuition -

The Board will maintain a pool of funds of \$6,000 per contact year for reimbursement as per "D" above. A course must be completed satisfactorily with a minimum grade of "B," and all courses will require prior approval of the Superintendent.

F. Professional Development -

<u>Principals</u>	<u>Asst. Principals</u>	<u>Supervisors</u>
3,000	2,400	1,500

The funds are to be used for conferences and/or tuition. There will be additional money for the attendance at national conferences approved by the Superintendent. The maximum expenditure will be \$2,500 per administrator/supervisor, and a total of no more than \$7,500 will be spent each year. Administrators and supervisors will attend on a rotating basis determined by the Association and approved by the Superintendent. All unexpended professional development money will be carried over to January of the following year during the duration of this negotiated agreement.

SABBATICAL LEAVES

A sabbatical leave may be granted by the Board to an Association member for study or for other reasons of value to the school system, subject to the following conditions:

- A. Sabbatical leaves shall be granted to a maximum of one (1) Association member per year.
- B. Requests for sabbatical leave must be received by the Superintendent, in writing in such form as may be mutually agreed upon by the Association and the Superintendent, no later than December 15. Action shall be taken on all such requests no later than January 30 of the school year preceding the school year for which the sabbatical leave is requested.
- C. To be eligible, the Association member must have completed at least seven (7) full school years of service in the Bordentown Regional School District. This is understood to include all service in Bordentown City, Bordentown Regional, and Bordentown Township. This does not include time spent on any leaves granted under Article X of this Agreement.
- D. An Association member on sabbatical leave (either for one half (1/2) of a school year or for a full school year) shall be paid by the Board at 50% of the salary rate which s/he would have received if s/he had remained on active duty.
- E. As a condition to accepting the sabbatical leave, the Association member hereby agrees to work for the District in whatever position assigned for a minimum of two (2) years immediately after the end of the leave. If this condition is not fulfilled, the Association member agrees that the District is entitled to the refund of all monies paid by the Board to the Association member during the leave.
- F. At the end of the sabbatical leave, and no later than nine (9) weeks after returning to the assignment, a written report will be submitted by the individual to the Board through the proper channels. The contents of this report will include: name and location of school, program or activity; length of the program; a description of the program or activity; an evaluation of what was accomplished; and any other pertinent information of interest.
- G. All regular deductions will be made on sabbatical leave pay.



DURATION OF AGREEMENT

IN WITNESS WHEREOF, the Board of Education of the Bordentown Regional School District has caused this agreement to be signed by the representatives of the Bordentown Regional Principals & Supervisors Association.

The provisions of this agreement are binding on all parties for a period of three years, 2008/2009, 2009/2010, 2010/2011

THE BOARD OF EDUCATION  
OF THE  
BORDENTOWN REGIONAL SCHOOL DISTRICT  
IN THE  
COUNTY OF BURLINGTON

Board of Education:

By: \_\_\_\_\_  
Brian K. Lynch, Board President

By: \_\_\_\_\_  
Peggy A. Ianoale, Board Secretary/Business Administrator

Date: \_\_\_\_\_

Bordentown Regional Principals and Supervisors Association:

By: \_\_\_\_\_  
Representative

By: \_\_\_\_\_  
Representative

Date: \_\_\_\_\_