

**AGREEMENT  
BETWEEN THE  
NORTHERN BURLINGTON COUNTY  
REGIONAL BOARD OF EDUCATION  
AND THE  
NORTHERN BURLINGTON COUNTY  
REGIONAL ADMINISTRATORS'  
ASSOCIATION**

**covering the period  
July 1, 2010  
to  
June 30, 2013**

**ARTICLE I**

**RECOGNITION**

Unit

The Board of Education of the Northern Burlington County Regional School District hereby recognizes the Northern Burlington County Regional Administrators' Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified administrative personnel under contract and on leave, employed by the Board including Principals, Assistant Principals, and Directors, with the exception of the Superintendent of Schools and School Business Administrator.

**ARTICLE II**

## NEGOTIATION PROCEDURE

### A. Deadlines

The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of 1968 and impasse shall be declared only as per the regulations of Public Employees Relations Commission (PERC).

### B. Negotiating Committee

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other parties. Each party shall be represented by not more than four representatives. The parties mutually pledge that their representatives shall have all necessary power to make proposals, consider proposals, and make counter-proposals in the course of negotiations.

### C. Recorder

A recorder shall be present at all meetings to provide accurate minutes of proceedings. One of the members shall be appointed recorder. These minutes shall be signed by the chairmen of the parties attesting to their accuracy.

### D. Review

Representatives of the Board and the Administrators' Association negotiating committee shall meet, if necessary, at least once each month for the purpose of reviewing the administration of the agreement and to resolve any problems that may arise. A written agenda of items to be discussed shall be submitted to the other party one (1) week prior to said meeting. Either party may initiate such a meeting with two (2) weeks prior notice to the other party.

### E. Modifications

This agreement shall not be modified in whole or in part except by a written instrument duly executed by both parties.

- 1 -

### F. Continuation of Present Rules

Except at this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement to employees covered by this agreement as established by the rules and regulations of the Board in force on said date, shall continue to be as applicable during the term of this agreement. Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any administrator's benefit existing prior to its effective date.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "grievance" is a claim by an administrator or the Association that rights have been violated based upon interpretation of this Agreement or administrative decisions. Failure to renew a contract of non-tenure administrator shall not be considered a grievable situation.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against who action might be taken in order to resolve the claim.
4. The term "days" when used shall mean working days.

#### B. Purpose

The purpose of this procedure is to secure equitable solutions to problems which may arise.

C. Procedure

1. Failure to file a grievance within thirty (30) days of the occurrence complained of shall be deemed to constitute an abandonment of the grievance.
  2. The aggrieved person may be represented by or with a designated representative of the Administrators' Association at any level.
  3. All grievances must be committed to writing if taken beyond the first level and decisions regarding this grievance must be committed to writing at all levels beyond the first. Copies of these decisions shall be forwarded to the aggrieved person and/or the Administrators' Association Representative.
  4. All parties of interest may be present at all hearings regarding a grievance.
- 2-
5. The total days time allowance for decisions to be rendered at each level are indicated below. Failure to act within this time period except by mutual agreement, shall allow the aggrieved person to proceed to the next level.
    - a. Level One - Immediate superior - 5 days
    - b. Level Two - Superintendent - 10 days
    - c. Level Three - Board of Education - 30 days
    - d. Level Four - Binding Arbitration
  6. All hearings or meetings under this procedure shall be closed to all but the parties of interest and their designated representatives.
  7. The cost of binding arbitration shall be shared mutually by the Board and Association.

**ARTICLE IV**

**PROTECTION OF ADMINISTRATORS' RIGHTS IN TEACHER GRIEVANCE PROCEDURE**

- A. If a particular grievance passes beyond Level One, the administrator who initially heard the grievance and the Administrators' Association's designated representative shall have the right to participate in all subsequent levels of the grievance and shall receive a written copy of whatever decision is rendered at each level.
- B. If a grievance is discontinued by a teacher or the Teachers' Association at any level of the grievance process, the administrative decision in question is affirmed after the appeal time has expired.

**ARTICLE V**

**ADMINISTRATIVE EVALUATION**

- A. Evaluation by certified Supervisors

Administrators shall be evaluated by certified administrative personnel.

- B. Complaints Regarding an Administrator

Any complaints regarding an administrator made to any member of the administration or Board, by any parent, student, or other person must be made in writing, called to the attention of the administrator and promptly investigated. The administrator shall be given the opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Administrators' Association or legal counsel at any meetings or conferences regarding such complaint.

C. No tenure administrator shall be reduced in rank, reprimanded, disciplined, deprived of or reduced in compensation, without just cause.

-3-

## ARTICLE VI

### ADMINISTRATIVE RIGHTS

#### A. Evaluation of Students

The administrators shall maintain the right and responsibility to review teachers grading systems to insure that the grading policy of the Northern Burlington County Regional School District is carried out fully.

#### B. Administrators' Rights in the Evaluation of Teachers and Non-Professional Staff members

Administrators have the right and responsibility to review teachers and non-professional staff members in the exercise of their duties as determined by the policies and procedures of the Board of Education and the laws of the State of New Jersey including administrative decisions regarding the operation of the school.

Administrators have the right to require a conference with a teacher or non-professional member to discuss any other matter relative to the operation of any school program and following an observation or evaluation of that teacher or non-professional staff member.

C. Prior to the enactment of negotiated contracts with other groups, the Superintendent representing the Board shall discuss with the Administrators' Association changes in those proposed contracts that would effect the administration of the school.

## ARTICLE VII

### ADMINISTRATORS ASSIGNMENTS

Administrators shall be assigned their schedules for the following school year by the chief school administrator not later than May 31.

## ARTICLE VIII

### TERMS OF EMPLOYMENT

A. On July 1, 2010 and in July 1 of each subsequent year of this contract, administrators shall receive a salary increase using the following schedule:

2010-2011	3.70%
2011-2012	2.80%
2012-2013	2.80%

B. For purposes of hiring administrators, the Board will set the starting salary.

-4-

Effective July 1, 2005:

### DEFINITIONS:

Administrator I            a.        High School Principal

b. Middle School Principal

Administrator II	12-Month Directors
Administrator III	12-Month Assistant Principal
Administrator IV	10-Month Assistant Principal

B. Absence From Work

1. Sick Leave

- a. All ten-month employees of the Northern Burlington County Regional School District are entitled to ten (10) days sick leave each year; all twelve-month employees are entitled to twelve (12) days sick leave each year. Unused sick leave may accumulate to an unlimited amount. Administrators who use three (3) or less sick days per year will accumulate an additional two (2) days.
- b. All administrators shall be given a written accounting of accumulated sick days annually.
- c. Upon retirement from the Northern Burlington County Regional School District and having made application to the New Jersey Teachers' Pension and Annuity Fund, all administrators shall receive a payment for 2 days for every 5 days of unused, accumulated sick leave, not to exceed the sum of \$25,000.00. This payment will be computed on the per diem rate of the final year's salary and payment will be made in two equal installments. The first installment will be included in the final paycheck; the second installment will be made seven months later.
- d. In case of death while employed, section c. shall be paid to the estate of the deceased.

2. Personal Leave

Temporary leaves of absence with full pay shall be granted by the Board with the approval of the Superintendent for the reason and to the extent outlined below:

- a. Three (3) days for personal, legal, business, religious, household or family matters which require absence during school hours. Applications to the Administration shall be made twenty-four (24) hours in advance, except in case of emergency. These days may accumulate without limit but no more than five (5) days may be used in any one contract year.
- b. Five (5) days at any one time and per occurrence in the event of death of the spouse, child, or parent, or sibling. An employee may claim bereavement leave for a domestic partner upon presentation of a New Jersey State Certificate of Domestic Partnership to the Superintendent of Schools.

- c. Three (3) days at any one time and per occurrence in the event of death of father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, (or) grandparents, or grandchildren.
- d. Three (3) days per year in the event of serious illness of the spouse, child, parents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, or grandchildren.
- e. Other leaves of absence may be granted by the Board for good reason.

3. Jury Duty

The salary paid to administrators during their service on a jury shall be the difference between jury pay and the average daily earnings of such employee.

4. Vacation

Vacation for all twelve-month administrators covered by this contract shall be as follows:

- a. A paid vacation of 15 days shall be granted after the first year of work in the position.
- b. For the fifth (5th) year in a twelve-month administrative position in this district 20 days vacation will be granted and the same for each year thereafter.

-6-

- c. A person working less than a year in the position shall receive one and one-half day for every complete month of work as of June 30 not to exceed fifteen (15) days.
- d. Administrators may take five (5) days of vacation during the school year with the approval of the Superintendent. The Superintendent may approve more than five (5) days.
- e. Administrators may bank up to a maximum of ten (10) vacation days per year to be used in the future years, to a maximum of 20 days total.
- f. In case of death while employed, payment for accumulated and unused vacation days shall be paid to the estate of the deceased.
- g. Upon retirement, accumulated and unused vacation days shall be paid at the regular per diem salary.
- h. After five (5) years of continuous service as an administrator in the district, and at the written request of the administrator the previous December, the Board will purchase in the following July up to a maximum of five (5) vacation days each year at a per diem rate. (Annual salary 1/240).

C. Job Description

Each administrator shall have a job description. Changes in job descriptions will be discussed with those involved.

D. Fringe Benefits

Fringe benefits for the Administrators' Association will accrue as they have in the past and will remain in force. Where two staff members are married to each other, they shall have the right to combine all or any insurance premiums and benefits for participation in the program(s), including coverage under two separate medical and health insurance programs such as Blue Cross/Blue Shield and an HMO. The fringe benefits include the following:

1. Medical Insurance

- a. The Board will pay the premium of the Horizon PPO health program, which shall be the base health plan. Said plan shall have the following provisions, effective July 1, 2008:
- ▶ a fifteen dollar (\$15) office co-pay, and shall include well baby care and adult physicals
  - ▶ an out-of-network deductible of \$200 single and \$400 family

-7-

- ▶ a fifty dollar (\$50) emergency room co-pay
- ▶ out-patient therapy (e.g. speech, physical or occupational) limited to 60 visits per benefit period
- ▶ chiropractic visits limited to 60 visits per benefit period
- ▶ in-patient, non-biological based mental health visits limited to 45 days in-patient per benefit period, (biological mental health remains unchanged)

Pennsylvania residents shall have the option of selecting Keystone HMO at no cost.

- b. The terms, conditions, rules, and limitations as provided for by the contracts of the insurance and underwriting companies will govern.
- c. The medical program shall include a mandatory second surgical opinion with a 50% penalty.
- d. During each year of this agreement, bargaining unit members, who are eligible for family coverage or husband/wife coverage in the basic health insurance program, may voluntarily waive their enrollment in this program by submitting proof that they are covered in a spouse's basic health insurance program. Employees who waive such coverage shall receive from the Board one-half (1/2) of the premium cost that the Board would have paid on their behalf if they had remained in the District's health insurance program. The employee shall provide proof of coverage and the reimbursement date shall be June 30.

2. Dental Insurance

- a. The Board will pay the premium of the New Jersey Blue Shield Dental Program, at the going family rate, for the complete 100+ Program. This program includes Preventive/Diagnostic Services and Treatment/Therapy Services and the following riders: Treatment Services Plus, Prosthodontics, Periodontics, Orthodontics, Inlays/Crowns, and Oral Surgery. The yearly maximum under the dental plan shall be \$2,000. The Board shall implement a passive PPO overlay on the dental plan.
- b. The terms, conditions, rules, and limitations as provided for by the contracts of insurance and the underwriting companies will govern.

-8-

3. Prescription Plan

The Board of Education will pay the premium of the Prescription Plan for the employee and family. The prescription co-pay shall be twenty dollars (\$20) for brand name, ten

dollars (\$10) for generic drugs. Chronic illness prescriptions can be obtained through a mail order program with a one time co-pay for each mail order of twenty dollars (\$20) for brand name and ten dollars (\$10) for generic drugs.

4. The health benefit medical and prescription plans shall be changed by July 1, 2010, or soon as possible thereafter, to the School Employees Health Benefit Program.

5. Effective July 1, 2010, each employee shall contribute 1.50% of pensionable salary annually towards the cost of health benefits through payroll deduction.

6. Disability

For administrators who have completed ten (10) years of service to the district and have exhausted accumulated sick leave, the Board agrees to pay for present medical and dental insurance for one month. For each additional year of service to the district, the Board will pay an additional one month for a maximum of one year.

7. Medical and Dental After Retirement

Upon retirement from the Northern Burlington County Regional School district and having made application to the New Jersey Teachers' Pension and Annuity Fund, the Board of Education agrees that any administrator, after fifteen (15) years of continuous employment within the district shall be entitled to the district health insurance plans; Blue Select, Dental, and Prescription coverage at Board expenses, for a period of five (5) years after the date of retirement, provided that the employee is neither eligible to be enrolled nor enrolled in the New Jersey State Health Benefits Program as part of his/her retirement benefits.

The Board further agrees that an administrator who meets the service requirement of the section above, and who is not enrolled in the New Jersey State Health Benefits Program as part of his/her retirement benefits, may purchase medical, dental and/or prescription insurance, at the Board's rates, by payment of the appropriate premium(s) to the Board of Education, for a period of an additional five (5) years, or until such time as the retired administrator shall reach the age of sixty-five (65), whichever shall be sooner.

-9-

E. Any person hired as a temporary or acting administrator to cover a position described in the terms and conditions of the Administrators' Agreement shall be fully certified by the State of New Jersey for the position assumed.

The Administrators' Association may have the opportunity to assist the Superintendent and/or Board of Education in determining the salary parameters for the acting administrator.

## ARTICLE IX

### MISCELLANEOUS

A. Tuition Reimbursement for Graduate Credits

The Board agrees to reimburse administrators for the partial cost of the following conditions:

1. Graduate school courses must be within the field of education and have relevance to the curriculum of the Northern Burlington County Regional School District.



2. The Superintendent shall deem the relevance of the graduate school course prior to recommending tuition reimbursement.
3. The Board is held save-harmless in all matters related to the pursuit of graduate school courses.
4. All requests for tuition reimbursement or award must be accompanied by an official transcript from the university or college attended.
5. The Board shall reimburse the administrator for expended tuition in the following manner:
  - a. For an earned grade of A - 90%
  - b. For an earned grade of B - 75%
  - c. For an earned grade of C - No reimbursement
  - d. A one-time \$500 award for the attainment of a doctoral degree earned after June 30, 1992.
6. The Board shall reimburse the administrator for expended tuition on the following timetable, provided that the administrator is still employed by the Board at the date reimbursement is due.  
Fall Courses - Tuition reimbursement due the following February 15  
Spring and Summer Courses - Tuition reimbursement due the following September 15.
7. Tuition reimbursement shall be capped as \$7,500 per year, effective July 1, 2011.

-10-

## B. Sabbatical Leave

### 1. Purpose

A sabbatical leave may be granted by the Board upon the recommendation of the Superintendent to an administrator for the purpose of full-time graduate study in his/her field. Other courses as approved by the Board including study in another area of specialization may be granted by the Board.

### 2. Conditions

Sabbatical leave shall be granted subject to the following conditions:

- a. A maximum of one administrator may be granted sabbatical leave during any school year.
- b. Requests for sabbatical leave must be received by the Superintendent in writing no later than December 1 and action must be taken on all such requests no later than January 1.
- c. The Administrator applying must have completed seven years of service to the district.
- d. An administrator on sabbatical leave shall be paid by the Board at 50% of the salary rate which he/she would have received had he/she remained on active duty.
- e. One school year shall be maintained as the minimum and maximum length of the sabbatical.
- f. Upon return from the sabbatical leave, an administrator shall be placed on the salary guide at the level on which he/she would have achieved had he/she remained on active duty. Said administrator is required by written agreement to continue his/her employment in this school district for a minimum of two additional school years following the sabbatical.
- g. Full fringe benefits will be granted as per contracted year during the period of sabbatical.

## C. The Board agrees to pay for professional dues for each administrator for NJPSA, and with the Superintendent' approval, one (1) National Convention per school year. No more than two (2) administrators

shall attend same in any one academic year. The Board agrees to pay, registration, transportation, lodging, and \$50 per day expenses.

- D. All mileage payments for travel in administrator-owned vehicles for authorized school purposes shall be in accordance with Board policy, but not less than the amount allowed by IRS. All mileage calculations shall be from the Northern Burlington School District campus to destination and return. Administrative approval is required for all such expenses.

-11-

- E. Any days beyond the contracted year will be paid on a per diem basis for 10-month administrators with approval of the Superintendent.
- F. The Board shall provide the Association with one copy of the agenda prior to each board meeting and one copy of the minutes of each board meeting afterwards.
- G. The Board will pay the stipend, set by the New Jersey Department of Education, to members serving as mentors for Northern administrators working under a provisional certification.
- H. The Board agrees to pay fees associated with the set up and administration of Unreimbursed Medical/Dependent Care Flexible Spending Accounts, as provided by IRS Section 125, to be used by the administrator, spouse, and/or dependents for eligible expenses.
- I. The Board will make a direct contribution to a 403B retirement plan as per the following schedule:
  - a. After six (6) months of continuous service – up to a 2.0% matching contribution
  - b. After five (5) years of continuous service – up to a 3% matching contribution.

An employee will be fully vested after five (5) years of continuous participation in the plan. The Board will make monthly contributions.

**ARTICLE X**

**RATIFICATION**

The Board of Education and the Association have caused this agreement to be signed by their respective Presidents and included in the official minutes of the Board of Education proceedings.

THE BOARD OF EDUCATION OF THE NORTHERN BURLINGTON COUNTY REGIONAL SCHOOL DISTRICT

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

NORTHRN BURLINGTON COUNTY REGIONAL ADMINISTRATORS' ASSOCIATION

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

-12-