

AGREEMENT

BETWEEN

TOWN OF BOONTON BOARD OF EDUCATION

AND

BOONTON ADMINISTRATORS' ASSOCIATION

JULY 1, 2013 through JUNE 30, 2016

TABLE OF CONTENTS

ARTICLE I – RECOGNITION..... 1

ARTICLE II – NEGOTIATING PROCEDURE..... 2

ARTICLE III – GRIEVANCE PROCEDURES..... 3

ARTICLE IV – ADMINISTRATORS’ WORK YEAR 7

ARTICLE V – MISCELLANEOUS PROVISIONS 9

ARTICLE VI – SALARIES13

ARTICLE VII – DURATION OF THE AGREEMENT15

ARTICLE I – RECOGNITION

- A. The Board of Education of the Town of Boonton (hereinafter referred to as “the Board”) recognizes the Boonton Administrators’ Association (hereinafter referred to as “the Association”) as the exclusive representative of those people as defined in this section as provided in the Employer — Employee Relations Act of 1968 as amended.

- B. The term “administrator” shall refer to all Administrators within the District, including Principals, Assistant Principals/Vice Principals, Directors, and Deans of Students and Programs, but shall exclude the Superintendent, Assistant Superintendent, Business Administrator/Board Secretary, and Assistant Business Administrator/Board Secretary.

ARTICLE II – NEGOTIATING PROCEDURE

- A. Attaining Objectives:
1. Attainment of the objectives for the educational program of the school system requires mutual understanding and cooperation between the Board and the Association.
 2. The Board and the Association agree to enter into collective negotiations in accordance with Chapter 303, Public Laws 1968: Chapter 123, P.L. 1974 (and as above Article I) in a good faith effort to reach agreement on matters concerning the terms and conditions of employment.
 3. Negotiations shall begin not later than January 31st of the year in which the agreement expires.
- B. During the negotiations, the Board and the Association shall present relevant data, exchange points of view, and /or make proposals and counterproposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. This Agreement shall not be modified in whole or in part except in writing duly executed by both parties.

ARTICLE III – GRIEVANCE PROCEDURES

A. Definition

1. The term “grievance” means a complaint or claim that there has been improper application, interpretation, or violation of any term or provision of the contract, as it is constituted, or administrative decisions affecting any member of the unit.
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 other person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
4. Any grievance must be filed at the proper initiating level within fifteen (15) calendar days of the happening of the event.
5. All matters related to discharge or deduction in pay shall not be the subject of a grievance, but shall be processed by the grievant to the Commissioner of Education as provided under Article 18A:1, et. seq., as amended.
6. A complaint of a non-tenured employee which arises by reason of his / her not being re-employed, or a complaint by any employee occasioned by lack of appointment to, or lack of retention in, any position for which tenure either is not possible or not required may not be appealed further than the Board of Education. This clause should not be construed to interfere with a non-tenured employee’s statutory rights, if any.
7. Failure at any step of this process to communicate the decision on a grievance within the specific time limit shall merit the grievant to proceed to the next step.

Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits may be deemed to be a waiver of further appeal of the decision.

B. Level 1- Informal Attempt to Resolve

An individual or group of administrators who has a grievance must discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally. If the problem is not resolved to the satisfaction of the grievant within ten (10) working days after the conclusion of the discussion, the grievant may proceed to Level 2.

C. Level 2- Immediate Supervisor

If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the grievant, he/she may set forth his/her grievance in writing to the immediate supervisor specifying:

1. The nature of the grievance;
2. The nature and extent of the injury, loss or inconvenience;
3. The result of the previous discussion;
4. The provision of the Agreement which is violated;
5. The dissatisfaction with previously rendered informal and/or formal decisions;
6. The Deans of Students and Programs and Athletic Director shall initiate the grievance procedure at the principal's level, unless the principal is a "party of interest." Then in such case the "aggrieved person" shall initiate the grievance procedure at the Superintendent's level. The principal or the

superintendent, dependent upon the situation and “party of interest” shall communicate his/her decision to the grievant in writing within five (5) working days of the receipt of the written grievance;

7. The Principals and Director of Special Services shall initiate the grievance procedure at the Superintendent’s level. The Superintendent shall communicate his/her decision in writing to the grievant within five (5) workings days of the receipt of the written grievance;
8. The grievant shall abide by the decision of the Superintendent while the grievance is progressing through the levels.

D. Level 3 – Board of Education

If the grievance is not resolved to the grievant’s satisfaction, he/she, no later than five (5) working days after the receipt of the Superintendent’s decision, 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. The Board shall review the grievance and shall hold a hearing with the grievant and render a decision within thirty (30) calendar days of the receipt of the grievance by the Board.

E. Level 4 – Arbitration

1. If the decision rendered by the Board is not satisfactory to the aggrieved, the Association may submit the grievance to arbitration within five (5) working days after receipt of the decision from Level 3.

At the request of either party, a committee of four (4), two (2) appointed by each, shall be formed to investigate the possibility of resolving the grievance prior to the arbitration hearing.

If the parties accept the proposed settlement, the Association shall withdraw the matter from arbitration.

2. The parties shall be bound by the rules and procedures of the Public Employee Relations Commission in the selection of an arbitrator. The arbitrator shall hold hearings relevant to the grievance. The decision of the arbitrator shall be submitted to the Board and to the Association, and shall be non-binding on the parties.
 3. The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the parties incurring same.
- F. When an employee is not represented by the Association, the Association shall be notified in advance of all scheduled grievance meetings, shall have the right to be present at all grievance meetings held at the level of the Superintendent or the Board, and shall be notified of the settlement.
- G. The Association or designated representatives shall receive a copy of the disposition of all grievances at all levels.

ARTICLE IV – ADMINISTRATORS’ WORK YEAR

- A. All administrators, as noted in the recognition clause, will be twelve (12) month employees.
- B. Twenty-one (21) vacation days will be granted to all twelve-month employees. One additional day will be added upon the completion of fifteen (15) years of service to the Boonton School System (total 22 days). Administrators who have completed 25 years of service in the District will be granted one additional vacation day (total 23 days). Full vacations will be granted to employees who have worked one academic year or more. Employees who have worked less than one academic year are entitled to a prorated vacation based on the number of the months employed. The formula for this prorated time will equal 1.75 earned vacation days per month. Fifteen (15) of the twenty-one (21) vacation days must be taken during the summer months. Six (6) vacation days may be taken during the school year. Vacation days do not accumulate from year to year.
- C. The Board recognizes the fact that there are situations which have prevented an administrator from taking the fifteen (15) allotted days during the summer months and the six (6) during the school year. These situations are ones of emergent needs that are known to the Superintendent and Board. In these situations, the administrator, the Superintendent, and the Board shall mutually agree that these unused vacation days be carried over to be used in the future or, upon the administrator’s separation from employment with the district, the Board will pay all unused vacation days at the per diem rate of the administrator’s final annual salary, up to a maximum of twenty one (21) days. In the event of an unpaid leave of absence for any reason, the administrator shall be permitted to be paid during that time for any unused accumulated vacation time at his/her

option.

- D. Administrators shall be “on call” during NJEA Convention, winter, midwinter, and spring recesses. Should an administrator be out of state during a school recess, the Superintendent shall be informed of his/her location along with a pre-approved coverage plan.
- E. Administrators shall be required to work all other days during the school year.

ARTICLE V – MISCELLANEOUS PROVISIONS

A. Sick Leave

All full-time administrators shall be entitled to fourteen (14) days of sick leave per year. Unused days of sick leave shall be accumulated from year to year.

B. Temporary Leaves of Absence

1. Bereavement. Absence due to death in an administrator's immediate family or household shall be permitted for a period of five (5) consecutive workdays.

When unusual circumstances require additional time for such leave, application shall be made to the Superintendent of Schools. Immediate family shall be defined as mother, father, spouse, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. A member of the immediate household shall be defined as a person living in the same household and whose legal residence is the same. In the event of the death of a friend or a relative outside of the immediate family or household, as defined above, one day shall be granted for funeral attendance.

2. One or more days, but not to exceed four (4) days, may be taken without reason with the approval of the Superintendent. Personal days may be used at any time during the year subject to the provisions of this paragraph. These days are for personal business, which could not be scheduled at a time other than a school day. Personal days not used will be converted to unused sick days. A personal day will not be taken immediately before or after a school holiday.

C. Membership Fees

The Board shall pay one hundred percent (100%) of the administrator's membership fees and/or charges to the Principal and Supervisors Association (PSA).

D. Professional Growth of Administrators

A pool totaling \$25,000 will be budgeted annually for administrators to attend state and local conferences every year or to join professional organizations other than the New Jersey Principals and Supervisors Association. These monies may also be used for seminars, workshops, professional memberships, or college reimbursement (all with the prior approval of the Superintendent). Workshop or seminars are not to exceed four "separate" days per school year. Each administrator shall be permitted to utilize a minimum of \$500 and a maximum of \$4,500 per year of these funds. The pool of funds shall be distributed on a first-come, first-served basis (in terms of the administrator's application for approval of the expenditure to the Superintendent and Board of Education). At a minimum, administrators shall be permitted, at their option and with the prior approval of the Superintendent, to attend one national conference every year.

E. Insurance

1. The Board agrees to provide and pay for membership in the State Health Plan of New Jersey, including Blue Cross, Blue Shield with Rider J, and major medical for all qualified administrators and dependents as defined by the plan operators. Eligible administrators must work twenty (20) hours per week. If the administrator were part of the group plan upon retirement, the Board would agree to keep him/her in the plan if he/she paid the premium until he/she reached the age of 70.
2. The Board agrees to provide and pay for the membership in the dental plan for all

qualified administrators and dependents.

3. The Board agrees to pay for the contributory insurance of the state pension plan each year of the contract.
 4. Any modification of health insurance benefits agreed to by other units and provided to non-unit employees shall be applicable to this unit as well.
 5. The Board reserves the right to transfer the insurance coverage to other insurance companies, but agrees that if this is done, the coverage shall be equal to or better than (by mutual consent) than that presently existing.
 6. Each administrator shall contribute to the Board, for the partial cost of their health insurance benefits, as per the Senate Majority Office's Premium Contributions Chart.
 7. Administrators and the Board of Education shall be able to renegotiate health insurance benefits as per the Senate Majority Office's "sunset in regard to mandatory health benefit premium payments which allows groups to collectively bargain benefits after 2014 or after three years of paying the statutory percentage of premiums (as outlined in the chart), whichever is later. (Governor Signs Pension and Benefit Legislation into Law on June 28, 2011, NJPSA).
- F. Upon retirement, an administrator shall receive payment of \$85.00 per day for his/her total accumulated sick days. Effective July 1, 2011, this payment shall be capped at \$15,000.
- G. Any complaints regarding an administrator made to a superior or a board member must be made in writing. The administrator will be given the opportunity to respond or rebut such complaint and shall have the right to be represented by the Association or legal

counsel at any meetings or conferences regarding such complaint. If the criticism is verbal, it shall be made in confidence and not in the presence of teachers, students, parents, or at a public meeting. Any complaints made by administrators regarding the Board or any individual Board member, must be made in writing to the Board through the Superintendent. If the criticism is verbal it shall be made in confidence to the Superintendent and/or Board, and not in the presence of teachers, students, parents, or at a public meeting.

ARTICLE VI – SALARIES

For each of the 2013-2014, 2014-2015, and 2015-2016 school years, each administrator will receive a 2% increase on their base salary. In addition, the 1% performance incentive will be available to the bargaining unit for each of those three school years.

For the purpose of providing guidelines in hiring, this contract provides minimums and maximums, based on actual figures for the positions presently filled, and suggested figures for positions to be filled during this contract term:

Position	Minimum	Maximum
Director	\$ 104,047	\$122,281
Principal	\$ 100,450	\$125,343
Dean of Students and Programs, Supervisor, Vice/Assistant Principal	\$ 76,875	\$110,050

Each administrator shall be eligible for an annual performance incentive of 1% based on the satisfactory completion of all performance objectives.

1. The parties further agree that the performance achievement accomplished by individual administrators shall be in addition to the above stated salaries and computed into the following year's base salary.
2. The parties mutually agree that the performance criteria shall be mutually developed by the individual administrator and their immediate supervisor and approved by the Superintendent of Schools. This process shall begin immediately to develop these criteria and the goals and objectives shall be available for implementation no later than the first school day of October of the contract year. Any discrepancies with regards to performance criteria between the administrator

and their immediate supervisor should be taken to the Superintendent before agreeing on the criteria or goal.

3. Evidence of performance of the incentive goals shall be provided no later than June 15th of the respective years of the contract.
4. Notwithstanding anything in this Agreement to the contrary, any employee who enters into an individual terminal employment agreement with the Board shall be entitled to such terms and conditions as are contained in that agreement in lieu of this Agreement.

B. Longevity

Administrative staff shall be entitled to longevity experience in Boonton according to the following schedule:

During Years:	Amount
5 th — 9 th Year	\$1,000
10 th — 14 th Year	\$1,500
15 th — 20 th Year	\$2,000
21 st Plus Years	\$3,000

ARTICLE VII – DURATION OF THE AGREEMENT

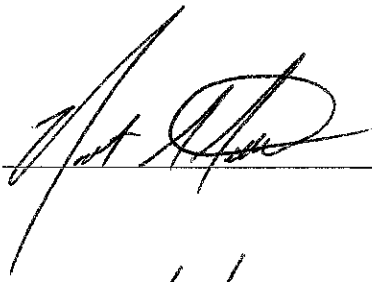
This Agreement shall be effective July 1, 2013 and shall continue in effect until June 30, 2016.
Dates will be changed.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 14 day
of June, 2013.

BOONTON TOWN BOARD OF EDUCATION

**BOONTON ADMINISTRATORS'
ASSOCIATION**

By: 



Dated: 6/14/2013

Dated: 6/14/13