

**AGREEMENT BETWEEN**  
**SOUTH BOUND BROOK ADMINISTRATORS' ASSOCIATION**  
**AND**  
**SOUTH BOUND BROOK BOARD OF EDUCATION**

**JULY 1, 2007**

**TO**

**JUNE 30, 2010**

**This Agreement** is made as of the first day of July, 2007 by and between the **Board of Education of the Borough of South Bound Brook**, in the County of Somerset and State of New Jersey, (hereinafter referred to as the “Board”) and the **South Bound Brook Administrators’ Association** ( hereinafter referred to as the “Association”).

## ARTICLE I

### RECOGNITION

#### A. Unit Membership

In accordance with *N.J.S.A. 34:13A-5.1 et seq.*, the Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning terms and conditions of employment of District personnel regularly employed in the following positions:

School Principal and Director of Special Services

excluding confidential, managerial and all other personnel employed by the Board of Education. As used in this Agreement, the terms “Administrator(s),” “employee(s),” or “unit member(s)” refer to the District personnel within the collective negotiations unit defined in this Article.

## ARTICLE II

### NEGOTIATION PROCEDURE

#### A. Notification

The parties agree to enter into collective negotiations in accordance with *N.J.S.A. 34:13A-5.1 et seq.*, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment of all unit member(s).

Negotiations shall commence with a meeting within 15 days after receipt of a proposal unless the Board and the Association mutually agree to an extension of time.

Any Agreement so negotiated shall apply to all administrators, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and be ratified by the Association membership.

#### B. Modification - - - Understanding of Parties

This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiations. During the term of this Agreement,

neither party shall be required to negotiate with respect to 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.

C. Negotiation Team Authority

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

### ARTICLE III

#### GRIEVANCE PROCEDURE

A. Definition

A “grievance” is a claim by an administrator that there has been as to him or her a misinterpretation, misapplication, or violation of this Agreement, or of Board policies or administrative decisions affecting terms and conditions of employment.

B. Limitations

A grievance must be presented under the grievance procedures described herein within ten ( 10 ) working days of the occurrence of the condition giving rise to the grievance or from the time when an employee can reasonably be expected to be aware of the grievance. Otherwise, if action is taken later. it shall be considered that there is no grievance under this agreement.

Since it is important that grievances be proceeded 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 limits specified may, however, be extended by mutual agreement.

C. Procedures

Grievances shall be settled and determined according to the procedures described below. Grievances shall be submitted at the lowest appropriate level. The purpose of the procedure is to secure, at the lowest appropriate level, equitable solutions to the problems, which may affect employees. All grievances shall be submitted and processed using a form mutually agreed upon by the Board and the Association. Therefore, all such submissions and replies shall be in writing after the initial attempt at settlement under step 1.

Step 1, Superintendent. An Administrator with a grievance, shall first discuss it with the Superintendent within ten ( 10 ) working days of its occurrence. If a satisfactory settlement is not reached, the grievance shall be reduced to writing within five ( 5 ) working days after the Superintendent's decision, and resubmitted to the Superintendent. If a satisfactory settlement still is not reached within ten ( 10 ) working days after its submission, the matter may then be resubmitted under step 2.

Step 2, Board of Education. The Administrator shall refer it to the Board within ten ( 10 ) working days. The Board shall render its decision within thirty ( 30 ) working days from the receipt of said grievance.

Step 3, Arbitration. If a grievance is not satisfactorily settled under Article III, Grievance Procedure, B, Step 2, it may be submitted to arbitration by the Association at its discretion, provided the subject of the grievance pertains to an alleged violation of this Agreement as to the terms and conditions of employment, and that notice in writing of the intent to do so is given to the Board within five ( 5 ) working days of the decision under Article III, Grievance Procedure, B, Step 2. The Board shall also have the right to submit to arbitration a grievance against the Association pertaining to an alleged violation of this Agreement as to terms and conditions of employment.

1. Intent. It is the intent of the parties to this Agreement that the arbitration procedure herein shall serve as a means for the peaceable settlement of grievances which are not settled under Step 2 of the Grievance Procedure, that may arise between them. If a request for arbitration is made by either party, the rules and procedures of the American Arbitration Association or Public Employment Relations Commission shall govern except as otherwise provided herein.

2. Selection of Arbitrator. After giving notice of intent to arbitrate as provided above, the Association must, within ten ( 10 ) working days thereafter, submit its request to the American Arbitration Association or PERC for the appointment of an arbitrator in accordance with its rules and procedures. Failure to comply with the provisions of this Article shall make the decision of the Board final and conclusive on said grievance unless the time limits herein provided for are extended by mutual agreement.

3. Single Arbitration. Each grievance shall be arbitrated separately except those of a similar nature pursuant to mutual agreement.

4. Presentation of Evidence. The parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute.

5. Arbitrator's Recommendation. The arbitrator shall limit himself to the issues submitted to him which fall within the scope of the contract. He can add nothing to, nor subtract anything from, the Agreement between parties or any policy of the

Board of Education. The arbitrator shall issue a written opinion and award setting forth the reasons for the arbitrator's conclusions, which award shall be final and binding on the parties.

6. Arbitration Expenses. The fees and expenses of the arbitration shall be borne equally by both parties.

D. Failure to Communicate a Decision

Failure at any step to communicate the decision on a grievance within the specified time limitation shall move the grievance to the next step of the grievance procedure. Failure to appeal an answer which is unsatisfactory within the specified time limitations shall be deemed to constitute an acceptance of such response as dispositive.

E. Representation

An aggrieved administrator may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.

In any event, after the grievance is submitted in writing, the Association shall have the right to be present at all stages of the grievance procedure to present its views on the matter.

## ARTICLE IV

### ADMINISTRATOR RIGHTS

A. Just Cause Provisions

No administrator shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause, as defined in Title 18A:29-14.

## ARTICLE V

### USE OF SCHOOL FACILITIES

The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable costs of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

## ARTICLE VI

### EVALUATION

A. Right to Full Knowledge

The Board and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his superiors respecting the effectiveness of his/her performance and that, further he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance.

B. Frequency of Review

The Superintendent shall establish supervisory procedures that will guarantee a minimum of three ( 3 ) performance reviews per year for each non-tenured employee in accordance with the provisions of *N.J.A.C. 6A:32-4.5* or any successor regulation. The first performance review shall occur prior to December 31<sup>st</sup>. The second written performance review shall be no later than March 31<sup>st</sup>, with a final written evaluation no later than May 1<sup>st</sup>.

C. Evaluation Procedure

Each evaluation of each administrator shall be in writing and each administrator shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an employee's personnel file without the employee's signature. Further, each administrator shall receive a copy of each written evaluation.

A conference shall be arranged between the evaluator and the administrator as soon as possible after receipt of the written evaluation by the administrator. At such time, the administrator is entitled to have his/her response to the evaluation heard and appended to the evaluation report.

## ARTICLE VII

### LEAVES OF ABSENCE

A. Sick Leave

1. All full time administrators shall be entitled to twelve (12) (for twelve-month employees) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

2. Where in a protracted illness, an employee shall have exhausted his/her accumulated days of sick leave, he/she shall continue to receive an additional sick leave time as needed, up to the number of days equal to the number exhausted at the discretion of the Superintendent and with the approval of the Board.

B. Temporary Leaves of Absence

All administrators shall be entitled to the following leaves of absence with pay during the school year:

1. *Death in the Immediate Family:* An allowance for a reasonable length of time not to exceed five (5) consecutive work days or seven (7) consecutive calendar days (whichever is greater) from the date of death of a member of the employee's immediate family shall be granted upon request at any one time in the school year. These days are provided for the sole purpose of arranging for and attending funeral services and providing for a reasonable mourning period in close proximity therewith. If the employee suffers more than one death in the immediate family during the school year, the employee shall be entitled to multiple leaves. "Immediate family" is defined for the purpose of this section as the employee's spouse, child, stepchild, parent, brother, sister, mother-in-law, father-in-law, or grandparents. This leave may be extended by use of personal leave provided for in Section B.3 of this article at the discretion of the Superintendent and with approval of the Board.
2. *Funerals:* An allowance of two ( 2 ) bereavement days shall be granted to attend the funeral of close friends or family members of the employee This leave may be extended by the use personal leave provided for in Section B. 3 of this article at the discretion of the Superintendent and with approval of the Board.
3. *Personal:* Absence of three ( 3 ) days per year may be granted to an employee without reduction in pay for personal business which cannot be performed other than during employment hours. The number of unused days in any year shall accumulate for the purpose of sick leave from year to year.

## **ARTICLE VIII**

### **WORK YEAR**

- A. Each full time twelve ( 12 ) month administrator shall receive twenty-two ( 22 ) vacation days per year. Vacation days not used during the school year will be accrued. The number of vacation days that may be accrued shall not exceed 5.
- B. All administrators shall be entitled to all legal holidays as stated in Board Policy #4252.

- C. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which administrators' attendance is required. Effective July 1, 1993, it was agreed that the work year shall be increased to include two ( 2 ) days during the school year when school is not in session. The actual dates for the two days will be designated by the Superintendent with no less than ten ( 10 ) work days' notice to the administrators.
- D. If required to work other than the administrative work year days, compensatory time if requested by the administrator shall be given at the discretion of the Superintendent.

## **ARTICLE IX**

### **PROFESSIONAL DEVELOPMENT**

A. Professional Dues

The Board of Education agrees to pay the annual dues for each unit member's enrollment in the New Jersey Principals and Supervisors Association and either the National Association of Elementary School Principals or the National Association of Secondary School Principals; provided, however, that a unit member may elect to substitute membership in the New Jersey Association of Pupil Services Administrators and the Somerset County Directors' Association in place of membership in the National Association of Elementary School Principals, but the Board's payment of annual dues for such substitution shall not exceed the amount of annual dues for the National Association of Elementary School Principals.

B. Conferences, Seminars, Workshops

Each administrator shall be given the opportunity to attend a minimum of five (5) day-long conferences, workshops or seminars.

C. State Convention

Each administrator shall be given the opportunity to attend the New Jersey Association of Principals and Supervisors' State convention. Attendance is subject to the following conditions : (1) While school is in session no two administrators may be in attendance at the same time, (2) No compensation will be given for personal time used to attend said convention, (3) Superintendent's recommendation is required, (4) Prior approval of the expenditure by the Board of Education is required, (5) Before obtaining Board approval each administrator must submit in writing reasons for attending said convention, and (6) After returning from said convention, each administrator must submit a written follow-up report relating to his/her activities at the convention.

D. National Convention

On a rotating basis, each administrator shall be given the opportunity to attend a professional association's national convention of which the administrator maintains an active membership as indicated in IX A. Attendance is subject to the following conditions: (1) No compensation will be given for personal time used to attend said convention, (2) Superintendent's recommendation is required, (3) Prior approval of the expenditure by the Board of Education is required, (4) Before obtaining Board approval each administrator must submit in writing reasons for attending said convention, and (5) After returning from said convention, each administrator must submit a written follow-up report relating to his/her activities at the convention. All reasonable costs shall be borne by the Board in accordance with Policy #3440.

E. Tuition Reimbursement

In any contract year, the Board shall reimburse members of the Association for all graduate course related fees (except lab fees and textbooks) in an amount up to the equivalent of nine (9) credits at the current Rutgers Graduate of School of Education rates. To be eligible for reimbursement, the administrator must receive prior written authorization from the Superintendent for the course. Reimbursement will be made to the administrator after proof of successful completion of courses has been submitted to the Superintendent. An official transcript from the college or university showing a grade of B or better is required, except that if a course is only offered on a pass/fail basis, then a passing grade will be required for reimbursement. The administrator must also submit the payment receipt or canceled check indicating completion of the courses in the contract year for which reimbursement is requested.

Credit may be earned by completion of the prescribed work for the course or courses offered by an accredited college or university over the Internet during an academic term. To be accepted for reimbursement, Internet courses must be offered by an accredited college or university; the institution must offer a graduate degree in the subject area of the proposed Internet course and accept the specific Internet course in meeting requirements for that degree; and the institution must conduct accredited "in attendance" degree programs rather than offer just Internet and/or correspondence courses.

## **ARTICLE X**

### **SALARIES**

- A. The salary for the administrators for the terms covered by this contract shall be determined by their placement on the salary guide. The salary guide will be mutually developed by the Association and Board for each year of this contract.

B. Longevity

1. Administrators beginning the 10th through 14th year of administrative service in South Bound Brook will receive a longevity payment of \$800.00.
2. Administrators beginning the 15th through 19th year of administrative service in South Bound Brook will receive a longevity payment of \$400.00 ( total \$1200.00 ).
3. Administrators beginning the 20th through 24th year of administrative service in South Bound Brook will receive a longevity payment of \$200.00 ( total \$1400.00 ).
4. Administrators beginning the 25th or more years of administrative service in South Bound Brook will receive a longevity payment of \$200.00 ( total \$1600.00 ).

**ARTICLE XI**

**INSURANCE**

- A. The Board agrees to continue to provide unit members employed on or before July 1, 2007 with the following hospitalization coverage currently in effect: Blue Cross major medical coverage and dental coverage, or the substantial equivalent of same, with employee contributions on dental insurance premiums to be as set forth in this Article. Administrators hired after July 1, 2007 shall be entitled to hospitalization and dental coverage as set forth above, except that such administrators shall not be permitted to enroll in the traditional health insurance coverage plan and shall be required to enroll in the Horizon Direct Access or Horizon POS Design 10 plans, or such equivalent non-traditional plans as are in effect at the time of enrollment.
- B. For the 2007-2008 school year, the Board shall contribute a maximum of \$803 per unit member towards the premium cost of the dental coverage. For the 2008-2009 and 2009-2010 school years, the Board shall contribute a maximum of \$1,500 per unit member per school year towards the premium cost of the dental coverage. Any excess cost for such coverage beyond the Board contribution shall be paid by the unit members through a payroll deduction plan.
- C. Effective July 1, 2009, unit members who are enrolled in the traditional health insurance plan shall contribute one (1.0%) percent of their annual salary towards the premium cost of such insurance for the 2009-10 school year and shall continue to make such 1% contribution for each subsequent school year in which they are enrolled in the traditional plan. Such payment shall be made through a payroll deduction plan.
- D. The Board will pay Seven Thousand (\$7,000.00) Dollars per school year, in 12 equal monthly installments, to a unit member who waives employee and dependent coverage in any of the health insurance plans offered to unit members by the District. Any unit member who waives such coverage and thereafter chooses to re-enroll for such insurance

coverage may enroll only in the Direct Access plan, either during an open enrollment period or due to a life or family status change of circumstances which would permit an enrollment change outside an open enrollment period, and upon such enrollment the monthly payments provided for hereunder shall cease.

- E. The Board will pay to a unit member who was previously enrolled in the traditional plan and who switches from the traditional to the Direct Access plan an amount equal to forty (40%) percent of the difference in the total premium cost between the traditional and Direct Access plans for the twelve month period immediately following the election. Payment will be made in equal installments of 1/24<sup>th</sup> of the total amount, in each of the 24 payroll periods following the date of the change. Unit members shall only be eligible for one such payment hereunder. A change from the traditional to the Direct Access plan is a permanent election and once such a choice is made, unit members cannot thereafter enroll in the traditional plan.
- F. The Board will establish and maintain at its own expense a Section 125 Plan.
- G. The Board agrees to provide each administrator an annual physical examination not to exceed \$150.00 after submission of claim under the medical insurance coverage provided under this contract.
- H. The Board agrees to provide Term Insurance at a cost not to exceed \$200.00 per administrator per year.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

A. Car Allowances and Expenses

Each Administrator shall be reimbursed for expenses incurred for attending board meetings, school events, school visitations, etc.

Each Administrator shall submit semi-annually an itemized voucher showing all expenses for the previous half year. The voucher shall be submitted in accordance with all regulations set forth by the Internal Revenue Service.

B. Reimbursement for Accumulated Sick Days

At the time of separation of employment from the South Bound School District, a tenured principal or director shall be reimbursed for all of his/her accumulated sick days at the rate of \$80.00 per day to be paid over a 2 year period. Non-tenured principals or directors shall be reimbursed for all of his/her sick days at the rate of \$50.00 per day. The amount of reimbursement for non-tenure principals and directors shall not exceed one month's gross salary. Reimbursement is conditional based upon (1) separation must not be due to

unsatisfactory performance as determined by the superintendent and (2) separation must not be due to any disciplinary action taken by the Board of Education.

### **ARTICLE XIII**

#### **LEGALITY OF AGREEMENT**

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

### **ARTICLE XIV**

#### **DURATION**

The effective date of this Agreement is July 1, 2007, and the term of this Agreement commences on July 1, 2007, and terminates on June 30, 2010.

#### **PRINCIPAL'S SALARY RANGE**

|                         | Min.     | Max.      |
|-------------------------|----------|-----------|
| Effective July 1, 2007: | \$80,000 | \$116,450 |
| Effective July 1, 2008: | \$80,000 | \$121,399 |
| Effective July 1, 2009: | \$80,000 | \$126,862 |

#### **DIRECTOR OF SPECIAL SERVICES SALARY RANGE**

|                         | Min.     | Max.      |
|-------------------------|----------|-----------|
| Effective July 1, 2007: | \$70,000 | \$103,552 |
| Effective July 1, 2008: | \$70,000 | \$107,952 |
| Effective July 1, 2009: | \$70,000 | \$112,810 |

#### **NOTES :**

1. The Board of Education reserves the right to employ any new administrator at a salary which falls within the indicated ranges listed above for the given contract year.

2. The current administrator(s) holding the above positions at the time this contract commences, will receive a salary equal to the maximum of the salary range for the given contract year.
3. The negotiated salary increases are effective July 1, 2007, effective July 1, 2008, and effective July 1, 2009.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective presidents and attested to by their respective secretaries.

BOARD OF EDUCATION

ADMINISTRATORS' ASSOCIATION

\_\_\_\_\_  
Nancy A. Santora, President

\_\_\_\_\_  
Dennis Donahue

\_\_\_\_\_  
Patricia Leonhardt, Secretary

\_\_\_\_\_  
Wendy Stein

DATED:

DATED: