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AGREEMENT

between the

NORTHERN BURLINGTON COUNTY REGIONAL

BOARD OF EDUCATION

and the

NORTHERN BURLINGTON COUNTY REGIONAL

ADMINISTRATORS' ASSOCIATION

covering the period

from

July 1, 1989

to

June 30, 1992

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

OCT 27 1989

RUTGERS UNIVERSITY

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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, Director of Pupil Personnel Services, and Curriculum Coordinator/Staff Development Coordinator, 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 three 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 shall meet, as necessary, 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.

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 grievance situation.
2. An "aggrieved person" is the person, persons or the Association making the claim.
3. A "party of interest" is the person, persons or the Association 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.
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.
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 continues 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.

ARTICLE VI

ADMINISTRATIVE RIGHTS

A. Evaluation of Students

The administrators shall maintain the exclusive 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. Salary Schedule

The Board of Education agrees to adjust the salaries of administrators currently under contract using the following schedules:

1989-90

Administrator I	\$4,500	increase to current total salary
Administrator II	\$4,300	increase to current total salary
Administrator III	\$4,100	increase to current total salary
Administrator IV	\$3,280	increase to current total salary

1990-91

Administrator I	\$4,500	increase to current total salary
Administrator II	\$4,300	increase to current total salary
Administrator III	\$4,100	increase to current total salary
Administrator IV	\$3,280	increase to current total salary

1991-92

Administrator I	\$4,500	increase to current total salary
Administrator II	\$4,300	increase to current total salary
Administrator III	\$4,100	increase to current total salary
Administrator IV	\$3,280	increase to current total salary

B. For the purpose of hiring new administrators, the following salary scales will be in effect:

Salary Scale - 1989-90

Administrator I	\$44,727.00	-	\$58,427.00
Administrator II	\$42,506.00	-	\$55,407.00
Administrator III	\$41,037.00	-	\$53,417.00
Administrator IV	\$34,577.00	-	\$45,477.00

Salary Scale -1990-91

Administrator I	\$49,227.00	-	\$62,927.00
Administrator II	\$46,807.00	-	\$59,707.00
Administrator III	\$45,137.00	-	\$57,517.00
Administrator IV	\$37,857.00	-	\$48,757.00

Salary Scale - 1991-92

Administrator I	\$53,727.00	-	\$67,427.00
Administrator II	\$51,107.00	-	\$64,007.00
Administrator III	\$49,237.00	-	\$61,617.00
Administrator IV	\$41,137.00	-	\$52,037.00

DEFINITIONS:

Administrator I	Senior High School Principal Curriculum Coordinator/Staff Development Coordinator
Administrator II	Junior High School Principal
Administrator III	Assistant Principal (12 months) Director of Pupil Personnel Services
Administrator IV	Assistant Principal (10 months)

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, all administrators shall receive a lump sum payment equivalent to 1/2 per diem pay (computed on the minimum step of the applicable salary scale covered in Article VIII under the Terms of Employment) for each day (unused) of accumulated sick leave, not to exceed the sum of \$6,000 in 1989-90; \$7,000 in 1990-91; and \$7,000 in 1991-92.
- 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. Four (4) days at any one time and per occurrence in the event of death of the spouse, child, or parent. 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, aunts, uncles, brother, sister, grandchildren or any other dependent in the household.
- c. 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.
- d. 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 ninth (9th) year in a twelve-month administrative position in this district 20 days vacation will be granted and the same for each year thereafter.
- 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.
- 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 upon retirement at the regular per diem salary.

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 New Jersey Blue Cross and Blue Shield (Rider "J" inclusive) as required by the plan in force Usual Customary Rates (UCR). Prevailing Fee, and Comprehensive Plan 365 (per admission, all conditions) under the laws of the State of New Jersey, at the going family rate.
- b. The Board will pay the premium of the New Jersey Blue Cross and Blue Shield Major Medical Program as provided by Hopsital Service Plan of New Jersey (NJBC Plan) and Medical-Surgical Plan of New Jersey (NJBS Plan), at the going family rate.
- c. The terms, conditions, rules, and limitations as provided for by the contracts of the insurance and underwriting companies will govern.

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.
- b. The terms, conditions, rules and limitations as provided for by the contracts of insurance and the underwriting companies will govern.

3. Prescription Plan

The Board will pay the premium of the New Jersey Blue Cross \$1.00 co-payment Prescription Plan for the employee and family.

4. 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.

5. Medical and Dental After Retirement

The Board of Education agrees that any administrator, after fifteen (15) years of continuous employment within the district, and who retires from the teaching profession, said Board of Education will pay for the Blue Cross/Blue Shield. Rider "J", Major Medical, Dental Program, and Prescription Plan for a five (5) year period.

The Board of Education further agrees, beginning in the contract year 1988-89, to allow any administrator the right to reimburse the Board of Education for all medical, dental, and prescription insurance paid on their behalf for a total of five (5) additional years.

6. Employees who have been members of TPAF for 25 years and retire may elect to enroll in the N.J. State Health Plan. At the employees request, they shall continue to be covered by the Board's dental, prescription and optical plans in 1,2, and 3 above for 15 years at Board expense.

E. Longevity

Service to the district will be recognized by longevity bonuses as listed below. All such longevity bonuses shall be retroactive:

After	7 years	=	\$700 each year
After	15 years	=	\$500 each year
After	18 years	=	\$500 each year
After	24 years	=	\$400 each year

ARTICLE IX

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: _____

NORTHERN BURLINGTON COUNTY REGIONAL ADMINISTRATORS'
ASSOCIATION

By: _____ Date: _____