

**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF THE BUENA REGIONAL SCHOOL DISTRICT**

**AND**

**BUENA REGIONAL PRINCIPALS AND SUPERVISORS ASSOCIATION**

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**2007-2010**

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**THIS AGREEMENT** is made effective as of July 1, 2007, between the Board of Education of the Buena Regional School District of Atlantic County (called "Board") and the Buena Regional Principals and Supervisors Association (called "Association").

**WHEREAS**, the Board and the Association recognize and declare that providing a quality education for the students of the Buena Regional School District is their primary aim; and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in this Agreement;

**IT IS**, in consideration of the mutual promises of this Agreement, agreed as follows:

### **ARTICLE I - TERM**

The term of this Agreement shall be **July 1, 2007 to June 30, 2010**.

### **ARTICLE II - RECOGNITION**

2.1 **Persons Recognized.** The Board recognizes the Association as the exclusive representative, so long as it continues as the majority representative, for collective negotiations concerning the terms and conditions of employment of the following employees:

Elementary Principal/Supervisor  
Principals  
Vice Principals  
Twelve-month Academic Supervisors  
Ten-month Academic Supervisors

2.2 **Persons Excluded.** Excluded from this Agreement shall be all other employees, including but not limited to the Director of Curriculum and Instruction.

### **ARTICLE III - DEFINITIONS**

Unless otherwise indicated, the term "Administrator" as used in this Agreement shall refer only to those employees represented by the Association for negotiations as described in paragraph 2.1 above. Twelve month Administrators shall refer to Principals, Vice Principals, and Twelve-month Academic Supervisors. Ten-month Administrators shall refer to all other employees represented by the Buena Regional Administrators Association under this contract.

## **ARTICLE IV – DISTRIBUTION OF AGREEMENT**

Copies of this Agreement are to be typed, copied and distributed to Association members no later than 30 days from the time the contract is signed by the parties involved.

Newly appointed Administrators upon appointment and non-tenured Administrators annually by July 1<sup>st</sup> will be given written confirmation of their employment for the next year, which will include the following information: name, position, salary, longevity if applicable, number of vacation days, sick days and personal days.

## **ARTICLE V – FUTURE NEGOTIATIONS**

Provided that the Association continues to be the majority representative, the parties agree to enter into collective negotiations over a successor agreement or any terms of this Agreement subject to reopen. Negotiations shall be conducted in accordance with negotiations law in a good-faith effort to reach agreement on matters concerning the terms and conditions of employment. such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement, or any part of it, expires. Any agreement so negotiated shall apply to all administrators, be reduced to writing, be adopted and signed by the Board and the Association.

## **ARTICLE VI – GRIEVANCE PROCEDURE**

6.1 **Definition and Scope.** Grievance shall mean a claim or complaint by an Administrator or by the Association that there has been to an Administrator or group of Administrators a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of this Agreement or of an established policy or of an administrative decision governing Administrators.

6.2 **Exclusions.** This grievance procedure shall not apply to (a) any matter for which a method of review is prescribed by law; or (b) any rule or regulation of the State Commission of Education; or (c) any matter which, according to law, is either beyond the scope of the Board's authority or is limited to unilateral action by the Board alone; or (d) a complaint of a non-tenured Administrator which arises by reason of his nor being reemployed or dismissed; or (e) a complaint by any certified Administrator occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.

### **6.3 General Provisions.**

6.3.1 Failure of the Administration or Board at any step of this procedure to communicate a decision on a grievance within the specified time limits shall be deemed a denial of the grievance and shall permit the Administrator to proceed to the next step. Failure at any step of this procedure of an Administrator to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at this step.

6.3.2 Administrators shall, during the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and the effect thereof shall have been fully determined.

6.3.3 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.

6.3.4 All meetings and hearings on a grievance shall be conducted in private and shall include only such parties in interest and their representatives, except where final Board action shall be required.

6.3.5 An Administrator shall have the right to representation by counsel and/or the Association at any step of the grievance procedure.

6.3.6 If the grievance arises from action of the Board, the Superintendent or Board Secretary, the request for grievance may be filed directly with the Superintendent (step 3).

6.3.7 All time periods referred to in the grievance procedure shall be calendar days. If the last day falls on a weekend or legal holiday, the next business day shall be used.

6.4 **First Step: Informal Discussion.** The first step must be commenced by the Administrator or Association within one calendar month of its occurrence. The first step shall be for the Administrator or Association to discuss the issue to be grieved with the Administrator's immediate superior in an attempt to informally agree.

6.5 **Second Step: Written Request to Immediate Supervisor.**

6.5.1 If the decision on the grievance is not received by the Administrator within 10 days of the discussion with the immediate superior as described in paragraph 6.4, or if the Administrator is dissatisfied with the decision received, the Administrator is entitled to file with the immediate superior a written request for a grievance directed to the employee's immediate superior. The written request shall be filed with the immediate superior not later than 60 days from the time of its occurrence.

6.5.2 **Contents of the Written Request.** The written request for a grievance shall describe (a) the issue or issues to be grieved, (b) the loss, injury or inconvenience suffered by the Administrator or Administrators, (c) the results of the informal discussion at step one, and (d) how the Administrator thinks the issue can be resolved.

6.5.3 **Immediate Superior to Reply.** The immediate superior shall have 10 days to reply in writing to the written request for grievance.

6.6 **Third Step: Written Request to Superintendent.**

6.6.1 If the immediate superior's decision on the grievance is not received by the Administrator within 10 days of the filing with the immediate superior as described in paragraph 6.5, or if the Administrator is dissatisfied with the decision on the grievance received, the Administrator is entitled to file the written request for a grievance directed to the Superintendent. The written request shall be filed with the Superintendent not later than 45 days from the written denial or failure of the immediate superior to respond in writing.

6.6.2 **Contents of Request to Superintendent.** The Administrator shall file with the Superintendent (a) a copy of the written request described in paragraph 6.5.2, (b) a statement explaining the action taken by the Administrator's immediate superior in response to the request, and (c) a copy of the written decision on the grievance received, if any.

6.6.3 **Superintendent to Reply.** The Superintendent shall have 10 days to reply in writing to the written request for grievance.

#### 6.7 **Fourth Step: Written Request to Board.**

6.7.1 If the Superintendent's decision on the grievance is not received by the Administrator within 10 days of the filing with the Superintendent as described in paragraph 6.6, or if the Administrator is dissatisfied with the decision on the grievance received, the Administrator is entitled to file a written request for a grievance directed to the Board. The written request shall be filed with the Secretary/Business Administrator not later than 45 days from the written denial or failure of the Superintendent to respond.

6.7.2 **Contents of Request to Board.** The Administrator shall file with the Superintendent and the Board Secretary (a) copies of the requests previously filed, (b) the decisions on the grievance previously received, if any, and (c) a statement explaining the action taken by the immediate superior and Superintendent.

6.7.3 **Board to Reply.** The Board shall have 60 days to reply, in writing, to the written request for grievance, except as modified by paragraph 6.7.4, below.

6.7.4 **Board Hearing.** The Board or a committee thereof may hold a hearing prior to rendering a decision. If a hearing is scheduled, it shall be held within the 60-day period and the Board shall have 10 days after the hearing to reply.

#### 6.8 **Fifth Step: Arbitration.**

6.8.1 If the Administrator is dissatisfied with the decision of the Board and the request for a grievance pertains to a matter of previous formal agreement between the Board and the Association, the Administrator or the Association may demand arbitration by filing a demand for arbitration with the Superintendent and the American Arbitration Association within 15 days after the decision of the Board was made known, or within 15 days after the time for the Board decision has expired and no decision has been rendered.

6.8.2 The demand for arbitration shall be deemed a waiver by the Administrator and the Association of the right to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award. The filing of a reply by the Board shall be deemed a similar waiver.

6.8.3 The parties shall use the Public Employment Relations Commission and shall comply with its rules concerning the appointment of an arbitrator and the conduct of proceedings.

6.8.4 The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the

parties or any policy of the Board. The decision of the arbitrator shall be binding. Only the board and the Administrator and his representatives shall be given copies of the arbitrator's decision. The arbitrator shall render a decision within 30 days of the completion of the arbitrator's hearings.

6.8.5 Each party will bear the total cost incurred by themselves. The fees and expenses of arbitrators are the only costs which will be shared by the two parties and such costs will be shared equally.

6.8.6 If time is lost by an Administrator due to arbitration proceedings necessitating the retention of a substitute, the Board will pay only the cost of the substitute. The time lost by the Administrator must either be without pay or charged to personal time, unless the employee prevails and then the Administrator shall be paid for time lost during arbitration hearings.

## **ARTICLE VII – DISCIPLINARY AND EVALUATION HEARINGS**

7.1 **Notice of Discipline.** Whenever an employee shall be required to appear before the Board, or a Board committee with respect to a disciplinary proceeding, such employee shall be given written notice of the proceeding and its purposes and shall be entitled to have representation by an Association representative and/or by counsel.

7.2 Formal proceedings for dismissal of a tenured Administrator and the non-renewal of the contract of a non tenured Administrator shall not be subject to this paragraph 7.2. Discipline shall be applied in a non-discriminatory fashion, and shall be subject to the grievance procedure, except as excluded in paragraph 6.2. The discipline to be issued shall be determined on a case by case basis, and shall take into account the nature of the offense, the number of previous offenses of any kind, the length of service of the employee, the general employment record of the employee, and any mitigating circumstances. The parties recognize that under N.J.S.A. 54:13A-24 the scope of negotiations shall include a schedule setting forth the acts and omissions for which minor discipline may be imposed, and also the penalty to be imposed for any act or omission warranting the imposition of minor discipline. The parties have not negotiated an agreement regarding minor discipline and the Board may, therefore, impose any disciplinary sanction which is authorized and not prohibited by law. This area of negotiations will be subject to reopening one time (at any time) each year, upon formal demand by either party.

## **ARTICLE VIII - COMPLAINTS**

If any complaint is made by any person which may affect the evaluation of an Administrator, the immediate supervisor of the Administrator shall apprise the Administrator of the nature of the complaint and attempt to resolve it within the framework of the student grievance procedure. The Administrator may be present at each step of the procedure and shall have the right to representation by counsel and/or an Association representative. Nothing herein shall limit the Administrator's right to request a grievance under Article VI.

The student grievance procedure, as printed in the student handbook, is attached and incorporated to this Agreement.

## ARTICLE IX – ADMINISTRATOR AND ASSOCIATION PRIVILEGES

9.1 Administrators shall have the right to wear pins and other identification of membership in the Association or its affiliate.

9.2 A tentative school calendar shall be presented by the Superintendent to the Association for its recommendation at least one month prior to final adoption by the Board.

9.3 The Association shall be notified by the Superintendent of tentative salaries of employees for the ensuing school year, and according to law non-tenured employees shall be notified in accordance with R.S. 18A:27-10 to 12.

9.4 Administrators shall have the right to participate in any activities of the Association or its affiliates, and the Board shall not deny any Administrator the rights given under Chapter 123 of the Public Laws of 1975 with respect to collective negotiations and the institution of grievances. No administrator shall be discriminated against due to Association activities, office holding, or membership, or due to the filing of or participation in a grievance procedure.

9.5 The Board agrees to furnish the Association access to public records of the Board upon request and upon reasonable notice thereof, provided that such records do not contain privileged information and provided that they pertain to matters within the province of the Association.

9.6 The Association shall be granted use of school facilities after the close of the student day, provided a janitor is on duty, for the meetings and other Association business, provided the building principal has been notified in advance. The Association may use school equipment (excluding the telephone) as reasonable times during normal office hours and shall pay for the reasonable costs of all services, materials and supplies incident to such use.

## ARTICLE X – SICK LEAVE POLICY

10.1 **Sick Leave.** Each ten-month Administrator shall be entitled to 11 cumulative days per school year for sick leave under R.S. 18A:30-1 et seq. Each twelve-month Administrator shall be entitled to 12 cumulative sick days per school year.

### 10.2 **Reimbursement.**

10.2.1 After 10 years of continuous service with this district in a certified administrative position, or after 15 years of continuous service with this district in a certified position, an Administrator who ceases his employment for any reason (except termination for just cause by the Board), shall be entitled to payment for unused sick leave accumulated during employment in this school district according to the formula below. Sick leave accumulated with and/or carried over from other employers shall not be eligible for payment.

10.2.2 The words “continuous service” shall mean employment by this school district for 10 or 15 (as defined in Article 10.2.1) or more successive full school years (a full school year shall mean 90 days or more of employment during an academic year); continuity shall not be interrupted by approved leaves of absence or by military service, but such leaves and military service shall not be counted toward achieving the 10 or 15 (as applicable) full years of service required.



10.2.3 For Administrators employed by the Board as of June 30, 2004, Administrators terminating employment as provided in Article 10.2.1, the payment shall be calculated by use of the following formula: for 10-month employees,  $35\% \times \text{current annual salary} \times 1/200 \times \text{accumulated sick days}$ . For 12-month Administrators, the fraction shall be  $1/240$  instead of  $1/200$ . For Administrators employed by the Board as of July 1, 2004, the formula for reimbursement shall be for 10-month employees  $25\% \times \text{current salary} \times 1/200 \times \text{accumulated sick days}$ . For 12-month Administrators employed as of July 1, 2004, the fraction shall be  $1/240$  instead of  $1/200$ . "Current annual salary" shall mean the annual salary in effect for Administrator on Administrator's last day of work after 50% of the working days during the last academic year with this school district. Accumulated sick days shall not exceed the 11 or 12 days allowed per year as currently provided by this contract or by law, notwithstanding any future increase in sick days granted by law or contract. Accumulated sick days shall be calculated as the unused sick days which accumulated after 50% of the working days during the last fiscal year of employment. Written notification to the Board for payment must be given by February 1, 2008 for the 2007-2008 school year, by February 1, 2009 for the 2008-2009 school year, and by February 1, 2010 for the 2009-2010 school year prior to ceasing employment. Administrators shall receive payment in three equal annual installments commencing January 15 after the year of termination of employment as provided in Article 10.2.1, unless notification is not given in accordance with this paragraph in which event payment shall commence the following year, and annually on January 15 thereafter. The Administrator may elect to defer payment until the following calendar year.

10.2.4 In the event of the death of an Administrator, the Board shall make payment of benefit provided in 10.2 to the Administrator's estate, provided the Administrator qualified at the date of death.

### **ARTICLE XI – PERSONAL LEAVE POLICY**

11.1 All employees shall be entitled to up to three days, without loss of pay, for personal business during the school year, upon approval of the Superintendent. These day may not be accumulated.

11.2 All personal leaves are subject to the following conditions:

11.2.1 The Superintendent shall grant personal leave for death or illness in the family, medical, religious, legal, family, or personal matters which necessitate the employee's absence on a school day. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours.

11.2.2 Requests for personal leave shall be filed with the Superintendent at least three school days in advance of the contemplated absence. The employee shall state the general reason for the request according to an approved form.

11.2.3 The Superintendent, or his designee, shall review each application and approve or disapprove the request according to the above standards.

11.2.4 In an emergency, the Superintendent, or his designee, upon being informed by the employee of the nature of the emergency, shall waive all restrictions and authorize or ratify an emergency personal day, if satisfied that the restriction in paragraph 11.2.2 imposes an undue hardship, such as with an unexpected illness in the family.

11.2.5 For the purposes of 11.2.1, the word "family" shall mean parents, guardians, brothers, sisters, spouse/civil union partner, children and grandparents of the employee or the employee's spouse/civil union partner; and grandchildren of the employee, aunt or uncle of the employee, and any other relative of the employee residing as a member of the employee's household.

11.3 Any employee who shall not use all of the three non-cumulative days in any one contract year shall have the unused personal leave added to their sick leave at the end of each contract year, provided, however, that the total cumulative sick leave shall not exceed 15 days per contract year.

11.4 Employees shall receive excused absences if they are required by the Board to be out of work in connection with legal proceedings.

#### 11.5 **Twelve-Month Administrator's Vacation Schedule.**

- 2 Weeks (10 days) after 1 year
- 3 Weeks (15 days) after 5 years
- 4 Weeks (20 days) after 15 years

No Administrator hired prior to July 1, 2000 shall lose any vacation time as a result of this schedule. Any Administrator hired between July 1<sup>st</sup> and January 31<sup>st</sup> of any school year shall be credited with one year of employment to determine vacation allotment. If hired after January 31<sup>st</sup>, vacation shall be accrued at the rate of ½ day per month until June 30. After this interim time, vacation will accumulate at the negotiated rate. Administrators shall schedule vacation in advance and shall coordinate leave with the Superintendent's office in order to facilitate district coverage. Administrators may "bank" seven (7) days for use during the next academic year. Days not used will not be paid. If Administrators are expressly required to be on duty to conduct school business, they will be allowed reimbursement or compensatory time. All Administrators with building responsibility shall be required to work the week prior to the opening of school. Any policy of the Board relating to Administrator's vacation is superseded by this contract.

11.6 **Ten-Month Administrators.** Ten-month Administrators shall work 210 days per year with no regular teaching duties. This schedule will require Ten-month Administrators to work after June 30 of each contract year at the rate provided for the preceding school year in order to work the full 210 days. There shall be no vacation period.

### **ARTICLE XII - SALARY**

12.1 Administrators shall be paid every other Friday throughout the school term during the term of this Agreement. There shall be 22 or 26 regular pay days.

12.2 Administrators working on a 10-month basis may elect to have ten percent (10%) of their monthly salary withheld, which funds shall be deposited on behalf of such Administrator to a bank designated by the Association.

12.3 The salaries of all Administrators covered by this Agreement are set forth in Schedule A attached hereto. Each Administrator shall begin receiving the stated salary as of the beginning of each school year (as set forth in Schedule A attached hereto), except the Board may negotiate the salary of a

new Administrator or a promoted Administrator. Administrators employed 50% or more of their working days in any school year shall be entitled to receive the next year's stated salary on the salary schedule, if still so employed at the beginning of the next school year. Administrators employed less than 50% of their working days in any school year shall not be entitled to receive the next year's stated salary on the salary schedule, but shall remain at the same salary the next contract year.

12.4 Administrators in the armed forces of the United States shall, upon presentation of their military discharge to the Superintendent, receive up to a maximum of four years' credit on the salary schedule for time served in said armed forces.

12.5 Administrators shall receive an additional increment of \$300.00 after 15 years, \$700.00 after 20 years, \$325.00 after 25 years, and \$325.00 after 30 years. The increments shall be paid in the following year's salary, after the completion of the fifteenth, twentieth, twenty-fifth and thirtieth years, respectively, of service in the Buena Regional School District. The increment shall be paid as additional salary. If the Administrator was hired on a full-time basis within the first 90 teaching days of the school year, the longevity period starts from the 1<sup>st</sup> day of September of that year. If the Administrator was hired on a full-time basis after the first 90 teaching days of the school year, the longevity periods starts from the 1<sup>st</sup> day of September of the next school year. Administrators hired after June 30, 2000 shall not be entitled to longevity increments.

12.6 Any additional stipends of an Administrator shall be added to base salary and become pensionable. No rights of tenure or seniority shall attach to stipended positions. Such positions may be filled by the Board on an annual basis or changed on an annual basis.

### **ARTICLE XIII – HOURS AND DUTIES**

As professionals, Administrators are expected to devote to their assignments the time necessary to meet their responsibilities.

### **ARTICLE XIV – TRANSFERS AND PROMOTIONS**

14.1 **Basic Considerations.** In considering any transfers or promotions, the board will consider all relevant factors which may affect the transfer or promotion under consideration, including, but not limited to: the needs of the District; the availability of qualified volunteers or other personnel to fill the position; the candidates' area of competence, fields of study, length of service in the district and length of service in a particular building; and the candidates' desire to fill the position. All transfers and promotions shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status. Any employee transferred, assigned, reassigned or promoted shall be notified thereof as soon as practical.

14.2 **Voluntary Transfers.** No later than April 1 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the then know vacancies expected to occur during the following school year. Administrators who desire a change in assignment or who desire to transfer to another building shall file a written statement of such desire with the Principal and Superintendent not later than May 1. Such statement shall include the duties to which the Administrator desires to be transferred, in order of preference.

14.3 **Involuntary Transfers.** The Board acknowledges that involuntary transfer often affect morale and performance and that such involuntary transfers will be avoided unless, in the judgment of the Board, such transfers are necessary to the efficient operation of the school district. The Board, in considering involuntary transfers, will be guided by the basic considerations as set forth in paragraph 14.1 above and will endeavor to fill positions with volunteers rather than involuntary transfers. The Board recognizes that transfers for disciplinary reasons are prohibited by law.

14.4 **Notice of Transfers.** The Board shall give sixty (60) days notice to any Administrator the Board intends to transfer.

14.5 **Promotions.**

14.5.1 All vacancies in promotional positions caused by death, retirement, discharge, resignation or by the creation of a new position shall be filled according to the following procedure:

14.5.2 Such vacancies shall be adequately publicized, including notice in every school, as long as possible in advance of the date of filling such vacancies (at least 30 days in advance and in no event less than 10 days in advance). In addition, the Superintendent may concurrently publicize the position outside the school district.

14.5.3 Said notice of vacancy shall clearly set forth the qualifications for the position, which shall be consistent with the position.

14.5.4 Administrators who desire to apply for such vacancies shall file their application in writing with the office of the Superintendent within the time limit specified in the notice.

14.5.5 Promotional positions are defined as follows: position paying a salary differential and/or positions on the administrative-supervisory level, including but not limited to positions such as assistant superintendent, administrative assistant, principal, vice principal, assistant principal, supervisor, area supervisor and any assignment to which an honorarium is attached.

14.5.6 Vacancies which arise during periods when school is not in session shall be posted in the Board office and a copy forwarded to the Association president.

14.5.7 Interim appointments to vacancies (not exceeding 3 months) may be made at the discretion of the Superintendent and/or the Board. It is to be clearly understood that appointments are temporary in nature and will be void upon selection of personnel in accordance with the policy established above. At no time may the experience gained from such an interim appointment be used as a qualification for filling such position.

14.6 The granting of all transfers, promotions and the filling of vacancies shall rest solely within the discretion of the Board. Any Administrator who shall be aggrieved by any transfer, promotion or the filling of any vacancy shall have the right to the use of the grievance procedure set forth in Article VI. The decision of the Board shall be final with respect to any grievance involving voluntary transfers, involuntary transfers, promotions or the filling of an vacancy, it being understood that the hiring, transfer and assignment of Administrators is a function of the Board with recommendations of the Administration.

## **ARTICLE XV - EVALUATION**

Administrators shall be given a copy of their rating or any other written evaluation of their work prepared by their supervisors. A conference shall be scheduled to discuss such report.

## **ARTICLE XVI – LEAVES OF ABSENCE**

16.1 Military leave without pay shall be granted to any Administrator who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, or to the spouse/civil union partner of an Administrator who is so inducted or who enlists to join him/her for the period of special training in preparation for duty overseas in combat zones.

16.2 The Board shall provide leave under the federal Family and Medical Leave Act (FMLA) and/or under the New Jersey Family Leave Act, N.J.S.A. 34:11A-1 et sec. However, the board need not extend the leave of absence of a non-tenured Administrator beyond the end of the contract school year in which that leave began.

16.2.1 No tenured or non-tenured Administrator shall be barred from returning to work after the birth of her child solely on the ground that there has not been a specific time lapse between the birth and her desired date of return, except as provided in the preceding paragraph.

16.2.2 The Board shall not attempt to remove any tenured or non-tenured Administrator from her work duties during her pregnancy except on one of the following basis: (a) the pregnant Administrator cannot produce a certificate from her physician stating that she is medically able to continue working, or (b) the Board's physician and the Administrator's physician agree that she cannot continue working; provided, however, that if there is a difference of medical opinion between the Board's physician and the Administrator's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the Administrator and whose medical opinion shall then be conclusive and binding on the issue of medical capacity to continue working.

16.3 Other leaves of absence may be granted without pay by the Board for good reason. It is not the policy of the Board to grant leaves of absence for the purpose of permitting Administrators to try another job out of the District.

16.4 An Administrator shall not receive increment credit for time spent pursuant to paragraphs 16.1, 16.2 and 16.3, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure unless otherwise provided by the Board prior to the commencement of the leave or unless required by the law.

16.5 All benefits to which an Administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return, and, whenever possible, the Administrator shall be assigned to the same or a substantially equivalent position which was held at the time said leave commenced. In reference to such leaves, an Administrator shall be considered an Administrator on the day following the expiration of the term of the leave and shall be included on the next listing of Administrators filed with various insurance carriers providing employee benefits in the school district. Insurance benefits shall become effective as soon as possible after the expiration of the Administrator's leave, subject to the rules and provisions of

each insurance or benefit plan. It shall be the Administrator's obligation to verify the effective date of coverage.

16.6 All grants, extensions or renewals of leaves shall be applied for in writing, and if granted, be in writing.

### **ARTICLE XVII – INSURANCE PROTECTION**

17.1 The Board shall provide each Administrator, upon completion of appropriate forms, insurance coverage equal to or greater than N.J. State Health Benefits Plan including full family and dependency coverage for each Administrator when eligible.

17.1.1 The health care out of network deductible is \$200.00 for single coverage and \$500.00 for family coverage. The current coverage is provided through the Horizon Blue Cross/Blue Shield, however, the choice of carrier is reserved to the Board. Administrators have their choice during the open enrollment periods of selecting either the BLUE V (Direct Access) Plan or the BLUE X (Traditional) Plan. BLUE V has a deductible of \$200.00 single, \$400.00 family and BLUE X has a deductible of \$100.00 single, \$200.00 family.

17.1.2 Administrators participating in the District's health insurance coverage will contribute three percent (3%) of the medical portion of their individual health benefit not including dental or prescription coverage until the Board reaches a settlement of the next contract with the Buena Regional Education Association ("BREA"). (The current contract with the BREA is scheduled to end on June 30, 2008.) If the Board and BREA agree that the members of BREA will contribute 3% of the health insurance benefit, the Administrators will continue to contribute at that rate for the duration of this contract. If the Board and BREA settle at a lesser percentage, the Administrators' percentage contribution will match that paid by the members of BREA and the Board will reimburse to each Administrator the difference paid, retroactive to the starting date of this contract. If the Board and BREA do not negotiate a contribution by the members of BREA, the Administrators will not be required to contribute and the Board will reimburse to each Administrator the monies contributed to date of the settlement of the contract between BREA and the Board.

17.1.3 Any Administrator appointed after July 1, 2007 will be entitled to receive BLUE V, or its equivalent, health insurance plan subject to the terms and conditions of this Article. If the Administrator chooses the BLUE X health insurance plan, the Administrator will pay the difference in the premium between the two plans. The payment under this paragraph will be in addition to any contribution made under subparagraph 17.1.2.

17.1.4 The contributions under subparagraph 17.1.2 and 17.1.3 will be paid through a payroll deduction.

17.2 The Board shall provide each Administrator, upon completion of appropriate forms, insurance coverage equal to or greater than New Jersey Dental Service Plan, full family plan coverage for Basic/Orthodontic Benefits.

17.3 The Board shall provide each Administrator, upon completion of required application forms, with a full family prescription plan with a generic co-pay of \$5.00 and a brand name drug co-pay of \$15.00. Co-pay reductions would apply to 90-day supplies of maintenance drugs of \$5.00 and \$15.00.

17.4 This provision will apply to all Administrators employed by the Board as of July 1, 2004: Married Administrators who are both employed by the Board shall be eligible for single payment full family coverage covering both spouses/civil union partners and any dependent children as defined by the plan. Married Administrators whose spouse/civil union partner is not employed by the Board shall be eligible for either full family coverage covering both spouses/civil union partners and any dependent children as defined by the plan, or shall be eligible for single coverage with or without coverage for dependent children as defined by the plan. Single Administrators with dependent children shall be eligible for single coverage with or without coverage for dependent children as defined by the Plan. Single Administrators without dependent children shall be eligible for single coverage.

17.5 The Board agrees to establish a Section 125 (I.R.S. Code) Plan for the purpose of making available a cash option. If an Administrator selects the cash option, it shall be includible in the Administrator's gross income as compensation. The amount is non-pensionable. If an Administrator elects the insurance coverage, the value of such coverage is excludable in the Administrator's gross income as compensation.

17.5.1 An Administrator whose spouse/civil union partner is not employed by the Board and who is otherwise entitled to health insurance coverage shall have the option to voluntarily not participate in such health insurance plan and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the Administrator. In the event an Administrator makes such election, the Board shall compensate such Administrator forty percent (40%) of the yearly premium cost for the plan under which the Administrator would have been covered. Such cash payment shall be in the form of a stipend and shall be paid on or before June 30 of the school year in which the non-participation occurs. In order for an Administrator to be eligible to elect this cash option, an Administrator must provide documentation to the Board that he/she has alternate health insurance coverage.

17.5.2 All withdrawals from insurance coverage shall be for a full year (July 1 through June 30). Written notification of an Administrator's intent to elect this withdrawal option must be filed with the Board during the normal reopener period. Administrators may either re-elect the option of withdrawal during each re-opener period or elect to re-enroll in the insurance plan offered by the District. Prior to each re-opener period, the Board's insurance carrier and/or representative shall hold a meeting with Administrators considering to elect to withdraw from the District's insurance plan and shall apprise them of any and all benefits and/or risks involved should the Administrator elect such waiver.

17.5.3 Notwithstanding paragraph 17.5, an Administrator who has a change in status (e.g. termination of employment, death, separation, divorce, etc.) which causes the Administrator to lose his alternate health insurance coverage shall be entitled to re-enroll in the health plan during the year provided the Administrator provides the Board with notice of the change in status within sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the Administrator subject to a change in status. If the District's health plan does not accept

the Administrator, the District will find a comparable plan and pay the premium up to the current amount paid for Administrators in the District's plan. Additional costs above the current cost incurred will be the responsibility of the Administrator. The Administrator will be re-enrolled in the District's plan at the first permissible date. Re-entering into the insurance plan for reasons other than a change in status is subject to the terms of the insurance carrier.

17.6 The Board shall provide standard non-ownership liability insurance coverage for Administrators using their personal automobiles on school business at the request of the Board. Administrators using such vehicles will be compensated for mileage at the Internal Revenue rate that is established for that year. At the beginning of each school year, the Board and the Administrators Association will set the rate for the school year based upon the IRS rate in effect as of January 1 of that year. That rate will remain in effect for the duration of that school year.

17.7 Administrators shall not use their personal automobiles on school business unless they personally have liability insurance on such automobile in the minimum amounts as required by law.

17.8 Administrators shall be reimbursed for all in-district and out of district mileage based on the current Internal Revenue Service mileage allowance as of January 1 for that calendar year.

17.9 The Board agrees to reimburse Administrators for personal property damage sustained by them while acting in the discharge of their duties within the scope of employment up to a maximum of \$500.00 per calendar year. In the event that the damage is to an automobile, this reimbursement will be secondary to the employee's automobile coverage; however, it is contemplated that the allowance may be utilized by the Administrator for deductible payments.

17.10 **Disability Insurance** At the option of any Administrator who meets the other qualification requirements for coverage under the Board's existing disability policy, an Administrator, at the Administrator's sole cost, may be enrolled in the Board's group policy. Enrollment will occur subject to the terms and conditions of the policy. The annual premium cost would be deducted from the Administrator's salary by means of a payroll deduction spread over the annual pay periods. In the event that the Administrator leaves the employment of the Board for any reason, any unpaid premium due for the then current period of coverage would be immediately paid by the Administrator upon termination of employment.

#### **ARTICLE XVIII – ASSOCIATION DUES AND MEMBERSHIPS**

18.1 Professional membership (only) will be paid in full by the Board limited to the N.J.P.S.A. and its respective national organization. Other appropriate professional memberships shall be paid by the Board with a maximum charge of \$200.00 per Administrator per year.

18.2 Each Administrator shall have the right to attend the N.J.P.S.A. State convention with the following expenses paid: transportation, lodging and \$75.00/day maximum for meals. Arrangements shall be made by the Board Secretary.

18.3 Each Administrator shall have the right to apply to attend their respective national convention with the following expenses paid: transportation, lodging and \$75.00/day maximum for meals. Arrangements shall be made by the Board Secretary. Any Administrator may attend only once every three (3) years.



## **ARTICLE XIX – BOARD LIAISON**

The Association shall have the right to meet with the Board at least two times per year. A liaison committee of three Board members and three Association members shall be formed to discuss mutual problems and maintain communication. The Association's members shall be selected by the Association President. This committee shall not be a grievance committee and shall not be used to circumvent the normal chain of command.

## **ARTICLE XX – PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT**

20.1 The Board and the Association affirm that continued intellectual and professional growth are vital to the improvement of the educational program.

20.2 The Board will reimburse Administrators for graduate courses completed, tuition only, not to exceed two courses per year.

20.3 The following conditions shall apply to all reimbursements under subparagraph 20.2 above:

20.3.1 Non-tenured Administrators are not eligible for tuition reimbursement.

20.3.2 An Administrator must maintain at least a B average in order to qualify for reimbursement.

20.3.3 An Administrator must receive approval of the Superintendent before enrollment.

20.3.4 An Administrator may only take courses within the areas of administration unless an exception is approved by the Superintendent and the Board.

20.3.5 An official college transcript must be presented to the Superintendent prior to approval for reimbursement.

## **ARTICLE XXI – MISCELLANEOUS PROVISIONS**

21.1 This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

21.2 If any provision of this Agreement or any application of this Agreement to any Administrator or group of Administrators is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but other provisions or applications shall continue in full force and effect.

21.3 Any individual contract between the Board and an individual Administrator, heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. Cancellation of any employment contract and/or termination of employment shall require sixty (60) days' written notice by an Administrator to the Board.

21.4 The Board and the Association agree that, as in the past, there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of Administrators or in the application or administration of this Agreement on the basis of race, creed, color, religion, sex, domicile or marital status.

21.5 Whenever any notice is required to be given by either of the parties to the Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram, certified mail or regular mail at the following addresses:

If by the Association to the Board, at: Buena Regional School District  
Harding Highway  
Buena, New Jersey 08310

If by the Board to the Association, at: President  
Buena Regional Principals & Supervisors Association  
c/o the current school address of the President

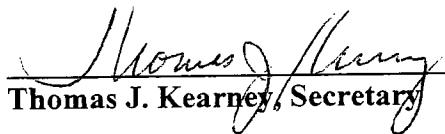
21.6 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties.

21.7 The Board shall bear the expense of typing this Agreement and shall provide a copy to each Administrator.

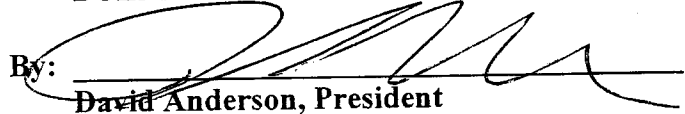
21.8 This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

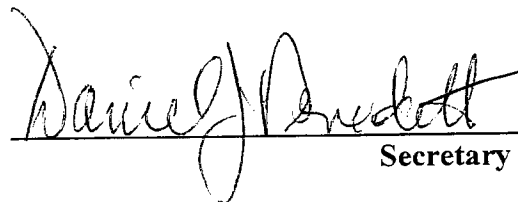
**IN WITNESS WHEREOF**, the parties have set their hands and seals on the date first above written.

**Attest:**

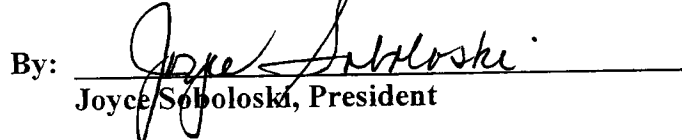
  
Thomas J. Kearney, Secretary

**BOARD OF EDUCATION OF THE  
BUENA REGIONAL SCHOOL DISTRICT**

By:   
David Anderson, President

  
Secretary

**BUENA REGIONAL PRINCIPALS  
AND SUPERVISORS ASSOCIATION**

By:   
Joyce Soboloski, President

<b>Principals &amp; Supervisors (Not Including Longevity)</b>				
			<u>SCHEDULE A</u>	
			<u>2007/08</u>	<u>2008/09</u>
				<u>2009/10</u>
1	Albertson, Dave		90,288	94,351
2	Benedetto, Dan		110,042	114,994
3	Bettini, Anna		102,044	106,636
4	Camburn, Jim		116,939	122,201
5	Gallo, Dennis		102,831	107,459
6	Gant, Debora		93,214	97,409
7	Lawrence, Rich		62,700	65,522
8	London, Brian		70,812	73,999
9	Mazzoni, Matt		66,843	69,851
10	Nelson, Ken		102,044	106,636
11	Sneathen, Danielle		75,522	78,921
12	Soboloski, Joyce		102,831	107,459
13	Soboloski, Ken		128,640	134,428
14	Walsh, John		94,663	98,923
15	Ward-Richards, Shelly		76,071	79,494
16	Weisenstein, Don		105,235	109,970
17	White, Moses		78,375	81,902

**ADDENDUM TO AGREEMENT BETWEEN  
THE BOARD OF EDUCATION OF THE BUENA REGIONAL SCHOOL DISTRICT  
AND THE BUENA REGIONAL PRINCIPAL AND SUPERVISORS ASSOCIATION 2007-2010**

**THIS AGREEMENT** is intended to Supplement the Agreement effective as of July 1, 2007, between the Board of Education of the Buena Regional School District of Atlantic County (called "Board") and the Buena Regional Principals and Supervisors Association (called "Association").

**Whereas**, the Board and the Association entered into an Agreement dated July 1, 2007 covering the terms and conditions of employment of the members of the Association for the period of July 1, 2007 through July 1, 2010; and

**Whereas**, subsequent to that Agreement being entered into the parties realized that an agreed upon change was not made to the Agreement; and

**Whereas**, the parties desire to amend and supplement the original Agreement to add the omitted change to the Agreement;

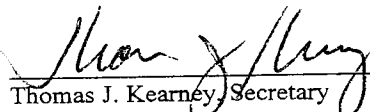
In consideration of the mutual promises, covenants and conditions contained in the original Agreement and this Addendum, the parties to AGREE as follows:

With regard to Article XI, subparagraph 11.5, notwithstanding anything to the contrary in the Agreement or otherwise, it is agreed that John Walsh and Kenneth Nelson are entitled to 4 weeks (20 days) vacation.

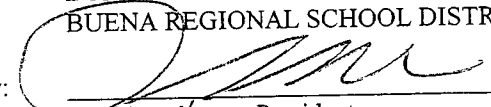
All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date(s) indicated below .

Attest:

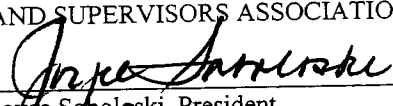
  
Thomas J. Kearney, Secretary

BOARD OF EDUCATION OF THE  
BUENA REGIONAL SCHOOL DISTRICT

By:   
David Anderson, President

Dated: 7/24/07

BUENA REGIONAL PRINCIPALS  
AND SUPERVISORS ASSOCIATION

By:   
Joyce Sobolowski, President

Dated: July 13, 2007

*7/25/07  
mailed original  
to Joyce*

## MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT** is between the Board of Education of the Buena Regional School District (called "Board") and the Buena Regional Principals and Supervisors Association (called "Association").

**WHEREAS**, the Board and the Association entered into an Agreement dated July 1, 2007 covering the terms and conditions of employment of the members of the Association for the period of July 1, 2007 through July 1, 2010; and

**WHEREAS**, subsequent to that Agreement, the parties entered into an Addendum to add an omitted change to the original Agreement; and

**WHEREAS**, subsequent to the Addendum being signed by both parties, an issue of interpretation of the Addendum arose and as a result the parties met through their respective negotiating committees along with the Superintendent and the Business Administrator to resolve the issue; and

**WHEREAS**, the parties authorized their respective negotiating committees to resolve this issue via this Memorandum of Agreement which has been approved and signed off by the Chairs of each committee being Louise Rainear for the Board and Joyce Sobolowski for the Association.

In consideration of the mutual promises, covenants and conditions contained in the original Agreement and Addendum, the parties to agree to supplement the Addendum as follows:

In the Addendum, the Board and the Association agree that John Walsh and Kenneth Nelson are entitled to four weeks (20 days) vacation. Prior to the Addendum being signed, Mr. Walsh and Mr. Nelson were administratively advised that they were being granted additional vacation days retroactively based upon the 20 vacation days confirmed in the Addendum. Both the Board and the Association agree that these retroactive vacation days will remain effective through June 30, 2008.

As of December 4, 2007, John Walsh had 17 vacation days left. As of January 3, 2008, Mr. Nelson had 6 ½ days of vacation time left.

Under the terms of the contract, the Association members are allowed to bank 7 vacation days for the next year. Accordingly, even if Mr. Nelson does not take any more vacation time until after June 30, 2008 he is below this threshold and could bank his remaining days per the language of the contract.

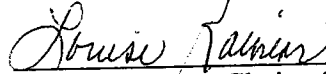
However, due to work responsibility and scheduling difficulties, it is possible that Mr. Walsh may not be able to use all of his vacation days by June 30, 2008 since all of the retroactive days were applied in one year. It is agreed that Mr. Walsh will both use his best efforts to use up his vacation days or, at least, use as many vacation days to not have more than 7 days left by June 30, 2008 to be carried over. In the event that Mr. Walsh has vacation days left over in excess of the 7 days that the contract allows him to carry over to the next year, he will consult with the Superintendent who will review Mr. Walsh's vacation days, sick days and personal days used and allow credits as applicable. If the Superintendent determines that the situation warrants allowing Mr. Walsh to carry over more than 7 vacation days, the Superintendent will be authorized to allow this carry over for this contract year only. Any additional days carried over and above the 7 days allowed in the contract into the 2008-2009 school year must be used during that school year (2008-2009) and only 7 days will be allowed to be carried over at the end of that school year and going forward in accordance with the terms of the contract.

This Memorandum of Agreement has been reviewed and approved by Joyce Soboloski as the President of the Buena Regional Principals and Supervisors Association and by Louise Rainear as the Chairperson of the Board's Negotiation Committee on behalf of the Board of Education of the Buena Regional School District.

This Agreement can be signed in one and more counterparts. Each such signed copy will be filed with the Business Administrator as a supplement to the Addendum referred to above.

BOARD OF EDUCATION OF THE  
BUENA REGIONAL SCHOOL DISTRICT

By:

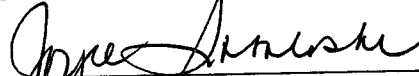


Louise Rainear, Chair of Negotiations Committee

Dated: 1/8/08

BUENA REGIONAL PRINCIPALS  
AND SUPERVISORS ASSOCIATION

By:



Joyce Soboloski, President

Dated: 1/8/07

COPY

**ADDENDUM TO AGREEMENT BETWEEN  
THE BOARD OF EDUCATION OF THE BUENA REGIONAL SCHOOL DISTRICT  
AND THE BUENA REGIONAL PRINCIPALS AND SUPERVISORS ASSOCIATION  
2007-2010**

**THIS AGREEMENT** is intended to Supplement the Agreement effective as of July 1, 2007, between the Board of Education of the Buena Regional School District of Atlantic County (called "Board") and the Buena Regional Principals and Supervisors Association (called "Association").

**Whereas**, the Board and the Association entered into an Agreement dated July 1, 2007 covering the terms and conditions of employment of the members of the Association for the period of July 1, 2007 through July 1, 2010; and

**Whereas**, subsequent to that Agreement being entered into, there have been some changes in the Members as a result of retirement of certain Members and the hiring and/or transfer of personnel to replace retiring Members; and

**Whereas**, the parties desire to amend and supplement the original Agreement to reflect the changed positions and the salaries of these members in their new position by this Addendum to the Agreement which shall be attached to and incorporated into the Agreement;

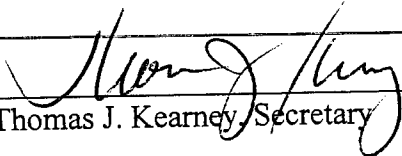
In consideration of the mutual promises, covenants and conditions contained in the original Agreement and this Addendum, the parties to AGREE as follows:

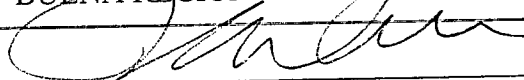
1. ARTICLE XII SALARY is amended as set forth on the attached schedule. The attached Schedule shall supercede the Schedule attached to the original Agreement as it pertains to the Members of the Association, set forth in the Schedule.

**IN WITNESS WHEREOF**, the parties have set their hands and seals on the date(s) indicated below .

Attest:

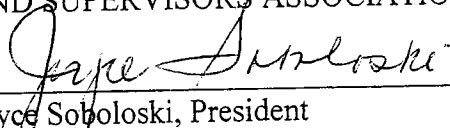
BOARD OF EDUCATION OF THE  
BUENA REGIONAL SCHOOL DISTRICT

  
Thomas J. Kearney, Secretary

By:   
David Anderson, President  
Dated: 10/14/08

BUENA REGIONAL PRINCIPALS  
AND SUPERVISORS ASSOCIATION

\_\_\_\_\_

By:   
Joyce Sobolowski, President  
Dated: \_\_\_\_\_

## SCHEDULE

	<u>Position</u>	<u>Hire Date</u>	<u>2008-2009</u>	<u>2008-2010</u>
Moses White	Principal, High School	11/07/06	\$105,000.00	\$109,725.00
Matthew Mazzoni	Principal, Donini School	9/01/02	\$ 74,851.00	\$ 78,219.00
Richard Lawrence	Vice Principal, High School	9/01/99	\$ 70,552.00	\$ 73,727.00
Danielle Sneathen	Vice Principal, High School	9/01/03	\$ 78,921.00	\$ 82,472.00
Karen Santoro*	Vice Principal, Cleary Middle School	9/01/84	\$ 83,829.00	\$ 87,601.00
Brian Rovani	Supervisor, After School Programs	9/01/03	\$ 65,819.00	\$ 68,781.00

Notes:

Kenneth Soboloski is removed effective July 1, 2008 due to retirement.

Dates of Hire: Reference is to date employee commenced employment in the District. Vacation time will be determined by this date as well as entitlement to longevity payments.

\* Salary will be adjusted based upon settlement of Teacher's Contract for 2008-2009.

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