

JULY 16, 2008

AGREEMENT

between the

SOUTH BRUNSWICK BOARD OF EDUCATION

and

SOUTH BRUNSWICK ADMINISTRATORS' ASSOCIATION

July 1, 2008

through

June 30, 2009

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PREAMBLE

This Agreement is entered into this 1st day of **July, 2008**, by and between the Board of Education of the Township of South Brunswick, New Jersey, hereinafter called the "Board" and the South Brunswick School Administrators' Association, South Brunswick Township, New Jersey, hereinafter called the "Association."

ARTICLE 1 RECOGNITION

Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Board hereby recognizes the South Brunswick School Administrators Association as the exclusive and sole representative for the collective negotiation concerning terms and conditions of employment for all principals and assistant principals who are required to hold an administrative certificate for their position.

Excluded from the unit are all central office administrative personnel.

ARTICLE 2 NEGOTIATION PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on the terms and conditions of administrators' employment. The President of the Board and/or his/her designee and the President of the Association shall determine the time, date, and place of the first negotiations meeting according to the regulations of PERC. Negotiations shall begin no later than one hundred twenty (120) days before the submission of the annual school budget to the public.

B. Negotiation Team Authority

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The representatives of both parties shall be empowered to make proposals, consider proposals and make counterproposals in the course of negotiations within the predetermined limits prescribed by the respective parties.

C. Exchange of Information

The Association shall have access to all available information concerning the financial resources of the District.

D. Agreements

As tentative agreements are reached, these shall be reduced to writing, dated and initialled by the spokesman for each group.

E. Modification

1. Understanding of Parties

This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. Reopening of negotiations to consider any modification of this Agreement shall be made only by mutual consent of both parties. Any such modification shall be effective only when agreed to in writing and duly executed by both parties.

F. Impasse

In the event the Board and the Association have failed to reach an agreement on all topics of negotiations, after genuine and sincere efforts to negotiate, either the Board, the Association, or jointly, may notify the Chairman of the Public Employment Relations Commission in writing that an impasse exists, and shall request the assignment of a mediator, and follow the procedures and regulations as outlined in P.L. 123.

ARTICLE 3
GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim by an administrator or a representative of an administrator that an allegation of a specific provision of this contract has been violated or an improper application, interpretation or violation of Board policy, State statute or administrative decisions, except that the term grievance shall not apply to any matter as to which

- a) a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education, or
- b) the Board and/or Administrative officers are without authority to act, or
- c) a complaint of any employee represented by the Association in a nontenured position which arises solely by reason of his being not employed, reemployed, retained or continued in that position.

As used in this definition, the term Administrator shall also mean a group of Administrators having the same grievance.

B. Rights of the Aggrieved

Any individual employee represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or to designate a representative of the Association, or other persons of his own choosing to appear with him, at any step in the grievance procedure. Whenever he chooses to have other persons to appear with him, a representative of the Association will have the option of being present.

C. Procedure

1. An employee with a grievance shall first discuss it with his immediate supervisor within fifteen (15) work days from the date party becomes aware of grievance with the object of resolving the matter informally, or the grievance shall be barred.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) work days, he shall, within five (5) work days, set forth his complaint in writing to his immediate supervisor, which shall specify:
 - a) the nature of the grievance
 - b) the nature and extent of injury, loss or inconvenience
 - c) the result of previous discussion
 - d) his/her dissatisfaction with the decision previously rendered
 - e) the remedy sought

The supervisor shall communicate his decision to the employee in writing within five (5) work days of receipt of the written complaint.

3. The employee may appeal the supervisor's decision to the Superintendent of Schools within a period of ten (10) work days. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the supervisor, shall confer with the employee or supervisor separately. He shall attempt to resolve the matter as quickly as possible, but within a period of ten (10) work days, the Superintendent shall communicate his decision in writing to the employee and the supervisor.
4. If the grievance is not resolved to the employee's satisfaction within ten (10) work days, he may request a review by the Board. The request shall be submitted in writing through the Superintendent, who shall attach all related

correspondence and forward the request to the Board. In the event that the Board decides not to hold a hearing, the Board shall render a decision in writing within fifteen (15) calendar days of receipt of the request. In the event a hearing is held, said hearing shall be scheduled within thirty (30) calendar days from the receipt of the request and render a decision in writing within thirty (30) calendar days from the date when the hearing is complete.

5. If the grievance is still not resolved to the satisfaction of the aggrieved party, and if the grievance deals with the express, written terms of this Agreement, and the Grievance Committee of the Association feels the grievance has merit, the grievance may be submitted to binding arbitration by a written notice to the Board within ten (10) work days following receipt of the Board's decision.
6. Within ten (10) work days after such written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association for a selection of an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request the American Arbitration Association to appoint an arbitrator. The arbitrator's decision shall be in writing and shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall issue his decision not later than thirty (30) calendar days from the close of the hearings. The decision of the arbitrator shall be final and binding.

ARTICLE 4
LEAVES OF ABSENCE

A. Sick Leave

1. Accumulative

- a) All full-time administrators shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.
- b) Bargaining unit members newly employed after the beginning of any year shall, at the time of employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the work year. Any portion of a month shall be considered as a full month.
- c) Any administrator who has completed fifteen (15) years of service in South Brunswick, upon retirement from the District will receive payment for sick days accumulated in South Brunswick. Payment for unused accumulated sick leave will be for fifty percent (50%) of the eligible days at the rate of **\$115** per day effective **July 1, 2008**. A unit member who passes away has the retirement benefit for unused sick days and unused vacation days paid to his/her estate.

B. Temporary Leaves of Absence

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

1. Five (5) days leave of absence with pay will be granted upon request when death occurs in the immediate family. Immediate family is defined to include spouse, children, brother or sister of the teacher, parents, grandparents of unit member or spouse, other family members for whom the unit member is legally responsible and any other member of the immediate household.
2. One (1) day leave of absence with pay may be granted upon approval by the Superintendent, or his/her designee to attend the funeral of a close relative or a close friend.
3. Three (3) days leave of absence with pay will be granted upon request in the event of the death of a grandchild, brother-in-law or sister-in-law.
4. Personal
 - a) Absence of three (3) days per year may be granted to an administrator without reduction in pay for personal business which cannot be performed other than during hours of employment.
 - b) Any twelve month employee newly employed between November 1st and the last day of February shall be entitled to two (2) personal days in the first year of employment.
 - c) Any twelve month employee newly employed between March 1st and June 30th shall be entitled to one (1) personal day in the first year of employment.
 - d) Unused personal leave days for each year shall be converted to sick days and added to the administrator's accumulated sick leave at the end of each school year.

5. Legal Proceedings

Time necessary for appearances in any legal proceedings connected with the school system or involving a South Brunswick student which the administrator is required or requested to attend shall be granted without loss of pay. No salary deductions shall be made for absence when subpoenaed to be a witness in court. Those regular employees called for jury duty shall be paid at their regular rate less compensated fees for jury duty.

ARTICLE 5
SALARIES

A. Administrators Salaries

Exact placement at or above the minimum salary established for the position (see Appendix 1) for new administrators is the sole discretion of the Board with the stipulation that there shall be no decrease in pay. Administrators shall be paid an annual salary in accordance with the amounts indicated in Appendix 2.

1. Salaries for elementary school assistant principals will be for the September to June school year. Summer work for the elementary assistant principals will be considered on a yearly basis upon the budget request made by the principal of each respective school.
2. Elementary principals assigned to buildings with a student enrolment in excess of 700 will receive an annual stipend of \$1000.00 beyond their normal salary
3. Longevity payments shall be capped at the \$3500 level. Administrators hired or rehired after July 1, 1996 shall not be eligible for longevity payments.
4. Any unit member who possesses a doctorate shall receive an annual stipend of **\$5,000 above the base salary.**
5. **Effective July 1, 2008, all unit members shall be paid through a direct deposit system under rules established by the Administration.**

B. Evaluation

Each administrator shall be evaluated by the Superintendent or the administrator's immediate supervisor at least once during the contract year or the minimum number of times required by statute or regulation. The purpose of the evaluation shall be to provide a basis for improvement of performance and professional growth. A written report of the evaluation shall be presented to the person evaluated. Any person who fails to correct deficiencies noted in the report by the end of the subsequent contract year, may be denied all or any portion of the scheduled increase.

ARTICLE 6
SABBATICAL LEAVE

All persons included in this proposal may be entitled to be granted a sabbatical leave for study or other reasons valuable to the school system subject to the following conditions:

A. Duration

A sabbatical leave shall be for one (1) full year at seventy-five (75%) percent of salary.

B. Eligibility

Personnel are eligible to be granted a sabbatical leave after they have completed seven (7) years service in the South Brunswick Township Schools.

C. Limitations

No more than one (1) administrator included in this Agreement shall be granted sabbatical leave during any school year. The Superintendent may determine that additional leaves would be of benefit to the school system.

D. Temporary Vacancies

When an administrator is granted a sabbatical leave, his position and all other administrative positions in the school system will be filled during such leave unless it is determined by the Superintendent and the Principal of the building concerned, that it is inappropriate to fill the position during the person's absence. The Superintendent of Schools shall be responsible for the development of appropriate rules and regulations to implement this Article.

ARTICLE 7
VACATIONS – TWELVE MONTH UNIT MEMBERS

A. 1. Allocated Days

All twelve month unit members included in this Agreement shall be entitled to twenty-two (22) days vacation each year. These unit members shall also be entitled to twelve (12) defined holidays and five (5) floating holidays, to be used when school is not in session. The list of 12 defined holidays will be mutually developed each May. All vacations shall be arranged in accordance with the best interests of the school system.

2. Effective July 1, 1983, employees entitled to twenty-two (22) vacation days annually must take no less than seventeen vacation days during the year in which the vacation days are received. An employee shall be entitled to

accumulate five (5) vacation days for a one (1) year period which will either have to be used during the next school year or be lost. For example, if an employee uses only seventeen (17) vacation days during the 1986/87 school year, he/she shall be entitled to twenty-seven (27) vacation days during the 1987/88 term. At most, he/she will be able to accumulate only five (5) vacation days into the 1988/89 term, thus limiting the number of days which can be accumulated in any given year to five (5) days. In no event can the days accumulated subsequent to June 30, 1983 be added to the accumulated vacation days.

3. In the event that the Superintendent or the Board determine that an employee cannot utilize one (1) or more of his vacation days in any given year because it is not in the best interest of the School District, such employee shall be able to accumulate said number of vacation days during a subsequent year. Such determination must be in writing. In such event, the five (5) day limitation contained in paragraph A.2. above shall not apply.

B. Unused Vacation Days

1. An employee who resigns, or is subject of a reduction in force, or is discharged, or retires, or who is transferred to a non-unit position shall receive cash payment for any unused vacation days accumulated under the terms of A. 2. above.
2. An employee who dies shall have payment for his unused vacation days given to his estate.
3. For the purposes of payment under B. 1. and 2. above, employees shall be paid for each eligible accumulated vacation day at the rate of 1/240th of the annual salary.

ARTICLE 8
ADMINISTRATIVE VACANCIES

A. Notification

Notices of administrative vacancies, including salary range, shall be sent to each administrator not less than ten (10) work days prior to the final date of application. In the event that an administrator wishes to file for any vacancy which may occur during a leave of absence, said administrator shall notify the Superintendent of Schools of said interest and the type of position for which application would be made. The Superintendent of Schools shall make every effort to notify the person of an existing vacancy.

B. Application

Applicants for administrative positions within the district shall be given consideration for any position for which application is made, including an interview with the appropriate personnel. Unsuccessful applicants from within the district shall be notified in writing.

ARTICLE 9
PARTICIPATION PLAN

A. Participation

It shall be the right and responsibility of the administrative staff to participate in the development and/or revision of:

1. Board Policy
2. Administrative rules and regulations
3. Negotiated agreements when these affect the operation of a building, educational program or personnel practices
4. Use of facilities

In accordance with rules and regulations to be adopted no later than June 30, 1979.

B. Definition of Participation

Participation shall mean taking part in a cooperative development of policies through sharing ideas, considerations, and concerns. Such participation could take place through appointed special committees or Administrative Council meetings.

C. Notification of Intention to Change Policy

The Board shall notify the Association of its intention to change policies and/or rules and regulations listed in the Board Policy Manual and other items listed in Part A, at least thirty (30) calendar days prior to action at a public Board meeting. Within ten (10) calendar days of notification, the Association shall notify the Board in writing whether or not it wishes to meet or consult the Board on this matter. If a meeting is desired by either party, it shall be held at least ten (10) days prior to public action.

D. Procedure for Establishing Calendar

A committee of five, two members chosen by the South Brunswick School Administrators' Association and three members chosen by the South Brunswick Education Association, will recommend a school calendar for the coming school

year. One person from the Central Office Administration shall meet with the committee as a non-voting consultant. The first meeting will be set by the Superintendent before March 1st. By the first Monday of April, the committee will report its recommendations to the Superintendent of Schools for approval. Any change in the recommendations will be discussed with the committee by the Superintendent before adoption by the Board of Education. The school calendar will be adopted no later than the first regular Board meeting in May.

E. Professional Development

The Board of Education shall provide **\$2,200 annually per unit member** for professional development programs selected by the individual staff members.

Approval to attend a professional development program must be received in advance from the Superintendent of Schools. Approval to attend shall not be unreasonably denied. Professional development monies may be used to pay membership dues in organizations that promote professional and curriculum development. Professional development monies may not be used to pay dues to any organization that would represent the administrator in any collective bargaining or grievance hearing function.

F. Professional Development

Professional development monies may be used for computer purchase under the following conditions:

1. Can be used by a member once every three (3) years.
2. District owns the equipment.
3. Item is returned to district upon leaving.
4. Bulk order by all members by August 1 of each year.

ARTICLE 10
RIGHTS OF BOARD

A. The Board reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of State law, retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

1. to hire, promote, transfer, assign and retain employees in positions within the school district, and for just cause to suspend, demote, discharge or take other disciplinary action against employees.

2. to abolish any such position for reasons of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the district or for other good cause (18A:29-9).
3. to maintain the efficiency of the school district operations entrusted to them.
4. to determine the means by which such operations are to be conducted and,
5. to take whatever action may be necessary to carry out the mission of the school district in situation of emergency.
6. to withhold the increment (increase in salary) of any administrator for inefficiency or other just cause in accordance with N.J.S.A. 18A:29-14.

The rights of the Board shall include, but not be limited to, the provisions set forth in this Article.

- B. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

ARTICLE 11 INSURANCE

The Board of Education shall provide for employee insurance program as follows:

- A. Medical coverage through the State Health Benefit Plan or equivalent for the administrator and eligible dependents.

- B. Dental Insurance

1. Effective July 1, 1991, the Board shall contribute a maximum of \$500 each year, where applicable, for a family dental plan. This amount is over and above the cost of the single dental plan.
2. If the cost of family dental over and above a single plan exceeds the foregoing limits, the employee shall bear the additional cost.

- C. Blue Cross Pharmacy Plan

Effective July 1, 1999, the prescription co-pay is \$15 for brand name (generic equivalent available), \$10 for brand name (no generic equivalent available), \$3 generic and \$0 mail order. Effective on the first of the month after the date of mutual ratification, the mail order co-pay shall be \$5.

Beginning April 1, 2003, all members covered by this agreement will share in the cost of the pharmacy plan. Specifically, all members receiving coverage in excess of single coverage will pay one-half of the premium increase of the dependent costs while the cost of the other one-half of premium increase will be borne by the Board. These deductions will be on a monthly basis.

D. New Employees

Unit members whose official employment commences on or after September 1, 1996, shall be eligible for single prescription and single dental coverage only. Said unit members may buy into other enrolment levels.

E. Retiree's Insurance

1. Effective July 1, 1986, an employee retiring from the District shall be eligible to purchase existing prescription and/or the dental insurance at the applicable group rate(s) for a period of five (5) years after the effective date of retirement.
2.
 - a) The employee must elect to exercise such an option immediately upon retirement.
 - b) An employee who elects to be so covered may give up such coverage by giving the Board one (1) month's written notice of such a decision prior to July 1.
3. Failure to elect such coverage initially under 2.a. above shall constitute a complete waiver of the applicable insurance for the remainder of the five (5) year period. Subsequent cessation of coverage under 2.b. above constitutes a waiver of the applicable insurance for the remainder of the five (5) year period.
4. The Board shall inform the retiree of the applicable rate(s) in writing. The retiree shall forward to the Board payment for such insurance(s) prior to July 1 each year. Failure to advance such payment shall constitute a complete waiver of the applicable insurance(s) for the remainder of the five (5) year period.
5. If, during the term of this Agreement, any other unit negotiates a health insurance over and above those listed above, the Board shall permit unit employees to buy into such benefits using procedures promulgated by the Board. Any administrator hired after July 1, 1996, shall not be eligible for this provision.
6. Effective on the date of ratification of the 2005-2008 Agreement, the provisions of E. 1. through 5. above shall expire for each affected unit

member when their five year buy-in period under the terms of 4. above is completed.

F. Extended Disability

1. Total Disability

"Total Disability" shall mean one which,

- a) results from bodily injuries or disease, and
- b) wholly prevents the employee from engaging in his/her regular occupation; or assuming duties assigned by his/her superior taking into consideration the nature and degree of the disability.
- c) The employee must be under the care of a physician. The Board may require examination and statements from doctors of its own choosing as frequently as it is deemed necessary.

2. Eligibility

- a) Extended total disability benefits shall be payable to all full time employees who are on an annual contractual arrangement with the South Brunswick School System, regardless of the term of service previously performed prior to total disability.
- b) Benefits shall not be available to any employee who has been notified in writing that his/her services are to be terminated or his/her contract not renewed, prior to the start of total disability, except as provided in paragraph d. below.
- c) Benefits shall also not be available to any employee who submits his/her resignation in writing prior to the start of his/her total disability.
- d) Benefits to an employee whose services are to be terminated by a specific date, for whatever reason, and whose total disability preceded the notice of termination of such services, shall be paid only to the date of termination provided that the employee is totally disabled at that time.
- e) A recurrence of the same disability within one hundred and eighty (180) days of discontinuance of benefits shall be considered a continuation of the original disability.

3. Benefits

- a) An employee becomes eligible for payment under this section:
 - (1) Only after using one hundred (100%) percent of available accumulated sick leave days or waiting thirty (30) calendar days after the onset of the disability, whichever is longer.
- b) The amount of the monthly payments shall be determined in the following manner:
 - (1) The basic monthly salary shall be computed by dividing the annual salary by the number of months the employee is required to perform service, as provided in the annual contract.
 - (2) Ten month employees (from September to June) shall not be eligible for benefit payments under this program during the months of July and August.
 - (3) Payments shall be made at the rate of sixty-seven (67%) of employee salary subject to the limitations of e. below, at the time disability began except that there shall be a three thousand-four hundred (\$3,400) dollar monthly limit on payments under this section.
- c) The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as an employee by four (4). Benefits also shall be payable for a portion of a month. The maximum number of months that benefits shall be payable is twelve (12).
- d) In no case shall benefits be payable concurrently with payments received by an employee for retirement under the Social Security Program or any State employees' or teachers' pension plan.
- e) Benefits under this program shall be reduced by the amount of any workers compensation payments and by disability payments under Social Security. The employee shall be required to apply for such payments, if potentially eligible. Failure to qualify for either workers compensation or Social Security disability payments shall not disqualify payment of benefits under this extended disability provision.
- f) Once disability eligibility begins under this Article and if an employee is eligible for Social Security disability payments, his or her payments under this section shall not be further reduced by any cost-of-living increases under the Social Security Act.

ARTICLE 12
ENROLLMENT PLAN

Children of unit members shall be entitled to enroll in the South Brunswick School District according to the district's open enrolment policy. The administrator shall be required to pay 20% tuition. A schedule of payments shall be established by the Administration.

ARTICLE 13
LEGALITY OF AGREEMENT

This Agreement shall be binding upon the Board and the Association to the extent permitted under the laws of the State of New Jersey and the United States.

ARTICLE 14
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of **July 1, 2008**, and shall continue in effect through **June 30, 2009**, subject to the Association's right to negotiate over a successor agreement as provided in the Negotiations Procedure of Article 5, with the understanding that the dates mentioned there refer to the year immediately preceding the expiration of this contract.

- B. It is understood such successor rights depend upon the continued certification of the Association as the exclusive bargaining agent for the South Brunswick School District unit set forth in Article 1, such continued certification being subject to the procedures established by the Public Employment Relations Commission of the State of New Jersey. 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 hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries.

SOUTH BRUNSWICK BOARD OF EDUCATION

_____ President

_____ Secretary

_____ Date

SOUTH BRUNSWICK ADMINISTRATORS ASSOCIATION

_____ President

_____ Secretary

_____ Date

APPENDIX 1

The Board of Education unilaterally sets the salary of any new hire. The amount set by the Board must be at or above the minimum for the position established below.

SALARY MINIMUMS

HIGH SCHOOL PRINCIPAL	MIDDLE SCHOOL PRINCIPAL	ELEMENTARY PRINCIPAL
\$101,000	\$97,800	\$94,500

HIGH SCHOOL ASSISTANT PRINCIPAL	MIDDLE SCHOOL ASSISTANT PRINCIPAL	ELEMENTARY SCHOOL ASSISTANT PRINCIPAL*
\$90,200	\$86,900	\$63,900

*Elementary School Assistant Principal is based on 190 days of work.

APPENDIX 2

These are the base salaries of the following unit members for the years shown.

The base salaries of unit members on staff as of the ratification date of the **2008-2009** Agreement are on the next page.

APPENDIX 3

Number of Years Completed	Longevity
10	\$2,000
15	\$3,000
20	\$3,500

For longevity purposes only, the number of years completed will be determined by counting the number of years as an administrator in South Brunswick plus 1/2 the number of years as a teacher in South Brunswick.

BASE SALARIES FOR 2008-2009

NAME	2008-2009
ABBAMONT	\$133,826
ABBITABILO	\$106,039
ANZEK	\$133,826
AXMANN	\$95,417
BLACK	\$128,613
BYNOE	\$102,600
CHROMEY	\$128,613
DANIELS	\$120,411
DAVIS	\$93,476
DELUCIA	\$95,896
EDMUNDS	\$115,093
FAMOUS	\$133,826
HINSON	\$105,481
HOLLIDAY	\$133,826
HOROWITZ	\$95,247
KMIEC	\$99,675
LUCK-BORN	\$81,271
MAHONEY	\$83,718
MATHENEY	\$135,554
MOORING	\$67,293
NIKITCZUK	\$106,038
PELEHACH	\$91,062
RICHMAN	\$98,342
ROSENBERG	\$74,285
SADIN	\$91,030
SANTAMARIA	\$113,531
TUCHOLSKI	\$136,842
VARELA	\$118,191
WAXMAN	\$91,030