

AGREEMENT

between

ALLENDALE BOARD OF EDUCATION

and

ALLENDALE ADMINISTRATORS ASSOCIATION

Contract Period: Effective July 1, 2006 – June 30, 2009

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PREAMBLE

This Agreement, entered into this _____ day of **March 2006**, by and between the ALLENDALE BOARD OF EDUCATION, hereinafter called the "Board" and the ALLENDALE ADMINISTRATORS ASSOCIATION, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Board and the Association for the term of this agreement.

ARTICLE I - RECOGNITION

- A. The Allendale Board of Education hereby recognizes the Allendale Administrators Association, during the term of this contract, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the following administrative/supervisory personnel and excluding all other employees:
1. Principals
 2. Supervisor of Curriculum and Instruction
 3. Director of Special Services
- B. The term “Administrators” when used in this agreement shall refer to all professional employees represented by the Allendale Administrators Association in the negotiating unit as defined above.

ARTICLE II - NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws of New Jersey, 1968, concerning terms and conditions of employment.
- B. The Association shall submit its complete written contract proposals, to the Board, by December 15 of the school year in which the agreement expires.
- C. Negotiations shall commence with a mutually agreed upon meeting to take place by January 15 of the school year in which the agreement expires. The Board reserves the right to present written proposals of its own as well as written counter proposals to those presented by the Association. The Board will present its complete written proposals and counter proposals at the first meeting. All proposals and counter proposals will be introduced by the second meeting, unless there is mutual agreement to extend.
- D. All meetings between the parties for the purpose of negotiations shall be scheduled to take place before or after the normal school day, when the Administrators are free from assigned responsibilities. When, however, the parties mutually determine that a meeting shall be scheduled during the school day, the Administrators involved shall be excused from their duties and shall suffer no loss of pay.
- E. Tentative agreements reached during the bargaining process will be dated and initialed by both parties. Each team will receive a copy.
- F. All agreements reached at the bargaining table are tentative and subject to attorney review and then ratification by the full membership of both parties.
- G. All standard negotiations, mediation and fact-finding procedures shall follow regulations as stipulated by the Public Employee Relations Commission (PERC).

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITIONS

Grievances shall be defined as follows:

1. A “grievance” is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of an employee, a group of employees or the Association.
2. A grievance based upon the violation of the expressed written terms of this contract, if not resolved, shall terminate in final and binding arbitration.
3. A grievance based upon the interpretation, application, or violation of Board policies or administrative decisions affecting the terms and conditions of employment, if not resolved at the Board level, shall proceed to advisory arbitration. If the grievance is still not resolved, either party may appeal to the administrative agency having jurisdiction in the matter.
4. A grievance based upon the interpretation, application, or violation of the terms and conditions of employment established by statute or administrative rules or regulations shall be processed through Level Two (2) of this procedure and may be appealed only to the appropriate administrative agency having jurisdiction in the matter. Any disagreement with respect to the forum in which a matter should be challenged may be resolved by the Public Employment Relations Commission (PERC), the Commissioner of Education, or the Courts, as may be necessary.
5. A “grievant” is the person or persons making the claim or on whose behalf the Association is making the claim.
6. “Days” when used herein shall mean days when schools are in session, unless said grievance is presented at such time as to carry over into the summer months. In such case, the grievance shall be pursued to completion as expeditiously as possible.

B. PURPOSE

1. The purpose of this procedure is to resolve disputes that arise involving the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting the terms and conditions of employment of an employee, a group of employees, or the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

Article III Grievance Procedure (continued)

C. PROCEDURE

1. Time Limits

The number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be modified by mutual agreement.

2. Limitations on Filing

A grievance shall be initiated at Level One (1) of this procedure within twenty one (21) calendar days of the date of the incident or occurrence giving rise to the grievance.

3. Level One – Superintendent of Schools or Immediate Superior

An employee with a grievance shall first discuss it with the Superintendent of Schools or his/her immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two – Superintendent of Schools

If the grievance is not resolved formally to the satisfaction of the grievant, or if no response has been given by the Superintendent or immediate superior within seven (7) calendar days after the informal discussion, then the grievant shall file the grievance in writing with the Superintendent of Schools within seven (7) calendar days after the Superintendent or immediate superior's response or fourteen (14) calendar days after the informal discussion, whichever is sooner. The written grievance shall be filed in writing and shall include the following information:

- a. The name(s) and position(s) of the grievant(s).
- b. The identity of the provision of this Agreement, Board Policy, or administrative decision on which the grievance is based.
- c. A general statement of the facts of the grievance, including the date when the grievance arose, and the event or conditions which constitute the grievance.
- d. The identity of the party alleged to have caused the grievance.
- e. A general statement of the redress sought by the grievant(s).

5. Level Three – Board

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within fourteen (14) calendar days after the grievance was delivered in writing to the Superintendent, the grievant may, within seven (7) calendar days after a decision by the Superintendent or twenty-one (21) calendar days after the grievance was delivered in writing to the Superintendent, whichever is sooner, file the grievance in writing to the Board of Education. The written filing should include, the results of previous discussions, the basis of the grievant's dissatisfaction and the specific remedy sought. The Board or a committee

ARTICLE III Grievance Procedure (continued)

thereof shall review the grievance and may at its discretion, hold a hearing with the employee. The Board will render a decision in writing within forty (40) calendar days of receipt, by the Board, of the written grievance.

6. Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within forty (40) calendar days after the grievance was delivered to the Board, the grievant may, within seven (7) calendar days after a decision by the Board or forty (40) calendar days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within seven (7) calendar days after receipt of the request by the grievant.
- b. Within fourteen (14) calendar days after written notice of submission to arbitration, the Board and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator; or the Board and Association shall attempt to obtain such a commitment within the specified period. A request for a list of arbitrators may be made to the Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by PERC rules and procedures.
- c. The arbitrator shall be limited to the issues submitted to him and shall not add to, subtract from, or modify the terms of the Agreement.
- d. Arbitration meetings will be held at times other than during the regular school day.
- e. Each party shall pay its own costs for arbitration preparation. The parties shall share equally the fee and the expense of the arbitrator and arbitration proceedings.

D. Rights of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option by representative (s) selected or approved by the Association. When an employee is not represented by the association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly. The process of such grievance shall be commenced at Level Two.

ARTICLE III Grievance Procedure (continued)

2. Meetings and Hearings

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

3. Written Decision

Decisions rendered at Levels Two and Three of this grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

4. Waiver of Grievance

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the grievant of the decision rendered at that step.

5. Grieve-Work Rule

It is understood that all employees, including the grievant shall during and notwithstanding the pendency of any grievance, continue to observe all directives and assignments and applicable rules and regulations of the Board and its administrators until such grievance and any effect thereof shall have been fully resolved.

6. Grievance File

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

7. Meeting Times

Arbitration meetings will be held at times other than the regular school day.

ARTICLE IV – ADMINISTRATORS’ RIGHTS AND RESPONSIBILITIES

A. Just Cause

No employee shall be disciplined or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and the limitation as set forth herein.

B. Required Meetings or Hearings

Whenever an employee is required to appear before the Superintendent, Board, or any committee member thereof concerning any matter that may adversely affect the status of his/her employment, they shall be given forty-eight (48) hours prior written notice of the reason for such meeting or interview, except in cases of emergency, and may have a representative (s) of the Association and/or attorney present to advise him/her during such meeting or interview. Any suspension shall be in accordance with the provisions of 18A:25-6 and shall be with pay in compliance with 18A:6-8.3 until formal determination by the appropriate authority. The Association shall have the right to be present to protect the interests, not only of the individual involved, but also of the organization as the bargaining representatives exclusively recognized.

C. Criticism

Any verbal or written criticism by a supervisor or Board member, of an Administrator, shall be made in confidence and not in the presence of teachers, parents, students, or at a public gathering. Any verbal or written criticism by an Administrator, of a supervisor or Board member, or the Board, shall be made in confidence and not in the presence of teachers, parents, students, or at a public gathering.

D. Adequate Notice

Sixty (60) calendar days notice, in writing, must be given by the initiating party upon termination, resignation or retirement.

ARTICLE V – ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association, information as required by law, including but not limited to: financial reports and audits, a register of certified personnel, approved budget information, agendas and released minutes of Board meetings, census data, and other such data as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees or which may be necessary for the Association to process any grievance or complaint.

B. Release Time

Whenever any member of the Association is mutually scheduled by the parties to participate during work hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss of pay or benefits.

C. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations and that advance notice is provided to the Superintendent of Schools.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment for official Association business, including typewriters, duplicating equipment, computers and all types of audiovisual equipment at reasonable times and when such equipment is not otherwise in use, and shall provide advance notice of such use to the Superintendent of Schools. The Association shall pay for the cost of all materials and supplies.

E. Association Activities

No member of the Association shall engage in Association activities or meetings during the time that he/she is assigned to duty except as requested or approved by the Superintendent.

F. Exclusive Rights

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the supervisory employees, as defined in the unit, and to no other organization.

ARTICLE VI – BOARD RIGHTS AND RESPONSIBILITIES

The Board, on its own behalf and on behalf of the citizens of the Borough of Allendale, Bergen County, New Jersey, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement, by the laws and the Constitution of the State of New Jersey, and of the United States.

ARTICLE VII – EVALUATION AND SALARY NOTIFICATION

A. Notification of Contract and Salary

Administrators shall be notified of their contract and salary status for the succeeding year no later than May 15, or as required by law.

B. Administrator Evaluation

An administrator shall be given a copy of any written evaluation prepared by his/her evaluators. No such report shall be submitted to the Board, placed in the administrator's file or otherwise acted upon without a prior conference with the administrator.

C. Mid-Year Evaluation of Non-Tenured Administrators

All non-tenured administrators shall receive three (3) performance evaluations. The evaluations shall take place no later than November 30, February 15, and April 15 of a given academic year.

D. Complaint Procedure

Complaints regarding an administrator, which are made to any member of the administration or the Board by any parent, student, or other individual and which do or may influence an evaluation of an administrator, shall not be placed in his/her file unless the administrator has had the opportunity to review the complaint. The administrator shall acknowledge that he/she has had the opportunity to review the complaint by affixing their signature to the copy to be filed, with the express understanding that their signature does not indicate agreement with the contents thereof. The administrator shall also have the right to submit a written answer to such complaint and his/her response shall be reviewed by the Superintendent and attached to the file copy.

E. Evaluation Procedures

Each administrator shall sign all copies of each written evaluation, attesting to the fact that the contents are known to him/her. Further, each administrator shall receive a copy of each written evaluation and be advised that this will be placed in the official personnel file.

F. Right to Respond

Within ten (10) calendar days of receipt of his/her copy of the written evaluation, an administrator is entitled to prepare a written response to his/her evaluation. The administrator is further entitled to have his/her response heard by the evaluator, and to have the response attached to the evaluation report.

ARTICLE VIII – SICK LEAVE

A. Sick Leave

1. All Administrators employed under a ten (10) month contract shall be allowed ten (10) days paid sick leave per year. All unused sick days shall be cumulative and carried from year to year unless and until they are used in any subsequent year or years.
2. All Administrators employed under a twelve (12) month contract shall be allowed twelve (12) days paid sick leave per year. All unused sick days shall be cumulative and carried from year to year unless and until they are used in any subsequent year or years.

B. Transfer of Sick Leave

1. In accordance with P.L. 34 1961, an administrator hired after 7/1/02, who has been employed in another NJ school district, immediately prior to being hired in Allendale, may be permitted to transfer and bank up to thirty (30) days sick leave from their former district.
2. Transfer of sick leave is at the discretion of the Board and must be formally approved by the Allendale Board of Education.
3. Written verification of the number of days sick leave accumulated in the former district must be provided by the Board of Education of the former district of employment.
4. Sick leave accumulated in another NJ school district, for which the newly hired administrator has received payment, will not be eligible for transfer or banking. Written verification of non-payment will be required from the Board of Education of the former district of employment.
5. Sick leave transferred from another NJ school district will not be eligible for any payment or reimbursement in this district.
6. As unused sick days are accumulated pursuant to paragraphs A.1. and A.2. above, the bank of transferred sick days referenced in paragraph B.1. above, shall be reduced on a one for one basis until the bank of transferred days is depleted. Earned sick leave shall be used before banked transferred sick leave may be used.

ARTICLE IX – TEMPORARY LEAVE

- A. All Administrators shall be allowed a total of ten (10) days paid temporary leave per year for the following reasons:
1. Death in the immediate family, five (5) consecutive work days. Immediate family shall be defined as:
 - a. Husband/wife
 - b. Child
 - c. Mother/father
 - d. Mother-in-law/father-in-law
 - e. Sister/brother
 - f. Sister-in-law/brother-in-law
 2. Death of a relative not an immediate family member, two (2) consecutive work days.
 3. Serious illness of parent, spouse or child, five (5) consecutive work days
 4. Abrupt illness of child, two (2) days
 5. Personal leave, four (4) days
 - a. Personal leave shall be limited to urgent legal, family or personal matters which necessitate the Administrator'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 school hours
 - b. These days cannot be taken before or after a school holiday or weekly vacation
 - c. Medical or dental appointments shall be scheduled after regular school hours except appointments of an emergency nature.
- B. Temporary leave days are not cumulative. Unused days may not be carried from year to year.
- C. Administrators who are required to serve on jury duty will have the amount of the payment they receive for this service deducted from their salary.

ARTICLE X – HEALTH BENEFITS

- A. All Administrators in the school district will receive the same health coverage benefit provided to the Allendale Education Association, at the time the benefit is initiated.
- B. The Board will pay for an annual physical examination, the cost not to exceed \$325.00, less whatever amount is payable or reimbursable by the Administrator's insurance programs. The Administrator or physician will submit an invoice to the School Business Administrator for payment.

ARTICLE XI- PROFESSIONAL DUES AND ACTIVITIES

A. Transportation

Administrators who are required to use their personal automobile for school district business will be reimbursed by the Board at the rate established by the Internal Revenue Service.

B. Membership Dues

The Board shall reimburse Administrators for dues to professional organizations, appropriate to their positions, and upon the recommendation of the Superintendent of Schools.

C. National Conferences

Attendance at national conferences, on a rotational basis, is at the discretion of the Board. The total Association conference budget for national conferences shall not exceed \$2,500 in any fiscal year. Administrators may submit applications to the Superintendent of Schools for consideration. All applications require the approval and recommendation of the Superintendent of Schools, prior to submission to the Board.

D. State and Regional Conferences

Administrators may attend state and regional conferences upon the recommendation of the Superintendent. The total Association conference budget for state and regional conferences shall not exceed \$2,000 in any fiscal year.

ARTICLE XII – PROFESSIONAL DEVELOPMENT REIMBURSEMENT

- A. Administrators who elect to continue their professional studies, will be reimbursed by the Board for up to 12 credits per fiscal year, based upon the following schedule:
1. 1-3 years employed in the district as an administrator – up to a maximum of 12 credits at the Rutgers tuition rate
 2. 4-5 years employed in the district as an administrator – up to a maximum of 12 credits at the Rutgers tuition rate, multiplied by 1.4
 3. 6 or more years employed in the district as an administrator – up to a maximum of 12 credits at the Rutgers tuition rate, multiplied by 1.8
- B. Reimbursement will be made provided:
1. courses are taken at an accredited school, college or university,
 2. written approval of the Superintendent of Schools is obtained prior to registration,
 3. course work is directly related to the Administrator's duties and assignments,
 4. a final course grade of Pass or "B" or better is earned, and
 5. official course transcripts and proof of payment are submitted to the Superintendent of Schools.
- C. Reimbursement is further contingent upon continued employment in the Allendale School District for a minimum of one (1) year after receipt of the reimbursement. No payment or reimbursement shall be made for a "matriculation continued" fee. This benefit reimburses only actual tuition expenses paid by the employee.

ARTICLE XIII – WORK YEAR

A. Ten (10) Month Contract

1. Administrators employed under a ten (10) month contract shall work from September 1 through June 30, of each school year.
2. Ten-month Administrators shall work the same schedule as the teachers except that:
 - a. The first day of work in a school year for 10 month Administrators shall be the first non-holiday weekday in September. The last day of work in a school year shall be the last weekday in June.
3. Any ten (10) month administrator who works additional days beyond his/her contract, as approved in advance by the Board, shall be paid at his/her per diem rate. The per diem rate shall be calculated as 1/200.

B. Twelve (12) Month Contract

1. Administrators employed under a twelve (12) month contract shall work from July 1, through June 30, of each school year.
2. In addition to the recess periods and holidays included in the teacher calendar, 12 month Administrators will receive an additional holiday: Independence Day.
3. July/August vacation:
 - a. Tenured Administrators appointed to work a twelve (12) month contract prior to 7/1/02, may take twenty (20) days vacation during July and August.
 - b. Administrators appointed to a twelve (12) month contract after 7/1/02, and who have completed less than four (4) years service in the district, may take ten (10) days vacation during July and August.
 - c. Administrators appointed to a twelve (12) month contract after 7/1/02, and who have completed four (4) or more years service in the district may take fifteen (15) days vacation during July and August.
 - d. No vacation days may be taken during the week prior to the opening of school. All requests for vacation will be coordinated with the Superintendent of Schools.
4. Principal positions will be twelve (12) month contracts.

- C. A minimum of sixty (60) days notice will be given by the Board for any change in the length of the work year for the **Supervisor of Curriculum and Instruction** or Director of Special Services positions.

* Awaiting proposed language from Board attorney to clarify how vacation is earned.

ARTICLE XIV – SALARY SCHEDULE

2006-2007, 2007-2008, 2008-2009

A. The Board agrees to pay the following annual salaries:

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Susan J. Hase, Hillside Principal	\$142,630	N/A	N/A
Bruce Winkelstein, Brookside Principal	\$136,866	\$141,656	\$146,614
Jo Ann Karamus, Supervisor of Curriculum and Instruction	* \$ 88,400	\$ 91,494	\$ 94,696

* In addition to the percentage increase, the 2006-2007 salary for the Supervisor of Curriculum and Instruction includes a one-time salary adjustment in the amount of \$3,000.00.

B. For newly hired administrators, the starting salary and contract length (10 month/12 month) shall be negotiated by the Board at the time of hire. For any remaining years covered by this contract, the annual increase for new administrators shall be equal to the percentage for other administrators as shown below:

2006-2007 4% 2007-2008 3.5% 2008-2009 3.5%

C. An Administrator with a Doctorate shall receive an annual stipend of one thousand, three hundred dollars (\$1,300.00) in addition to the listed salary. Anticipation of receipt of the Doctoral degree must be made in writing to the Superintendent of Schools by October 15th of the year preceding the award of the Doctoral degree.

D. Twelve-month (12) contract salaries shall be calculated as 115% of the 10-month contract salary for that position.

ARTICLE XV – LEGAL COUNSEL

- A. The Board agrees, as per N.J.S.A. 18A:16-6 and 16-1, that whenever any civil action has been or shall be brought against any Administrator for any act or omission arising out of and in the course of the performance of the duties of such Administrators, the Board shall indemnify the costs of defending such action, including reasonable counsel fees and expenses together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting thereof in accordance with present law or subsequent amendments of such law.

- B. The Board will maintain appropriate insurance to cover all such damages, losses or expenses and said insurance company will provide legal counsel for said Administrators.

- C. In the event that the Board takes the position that the Administrator's action complained was outside the scope of his/her authority or beyond the course of the performance of his/her duties, the Administrator will provide his/her own defense, but in the event it is legally determined that the actions were within the scope of his/her authority, the Administrator shall be reimbursed for the costs of his/her defense.

ARTICLE XVI – MISCELLANEOUS PROVISIONS

In accordance with N.J. State Law – Senate No. 1087 – amending P.L. 1968 (C 303) – 11-53:

A. New Rules

Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

B. Statutory Clause

Nothing contained herein shall be construed to deny or restrict to the employees or the Board such rights as either may have under New Jersey School Laws (including Chapters 123 and 303). The rights granted hereunder shall be deemed to be in addition to those provided by New Jersey State Laws.

C. Separability

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

D. Modification

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

ARTICLE XVII – DURATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2009.

Allendale Board of Education

Allendale Administrators Association

Denise L. Apsey, Board President

Susan J. Hase, AAA President

Renee Taveniere, Business Administrator

Bruce Winkelstein, Secretary

Negotiation teams for this agreement were as follows:

Board of Education: Dr. Raymond Iannaccone, Vice President/Committee Chair
Denise Apsey, Board President

Allendale Administrators Association: Susan Hase , Hillside Principal
Bruce Winkelstein, Brookside Principal