



2009-2012

AGREEMENT

of

**TERMS AND CONDITIONS
OF EMPLOYMENT**

BETWEEN

**THE BOARD OF EDUCATION OF THE
SPECIAL SERVICES SCHOOLS IN THE
COUNTY OF BERGEN**

and

**THE BERGEN COUNTY SPECIAL SERVICES
ADMINISTRATORS ASSOCIATION**

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PREAMBLE

This agreement entered into September 16, 2009, by and between the Board of Education of Bergen County Special Services School District, hereinafter called the "BOARD", and the Administrators Association of the Special Services School District of Bergen County, hereinafter called the "ASSOCIATION", represents the complete and final understanding by and between the BOARD and the ASSOCIATION with regard to all matters which were or could have been the subject of negotiations for the period of this Agreement.

This Agreement is established in accordance with all applicable New Jersey Statutes and Codes and is intended to fix the terms and conditions of employment between the BOARD and members of the ASSOCIATION for a term of three (3) years, commencing July 1, 2009, through June 30, 2012, and until a successor agreement is negotiated and executed.

ARTICLE I

RECOGNITION

- A. During the term of this Agreement, the BOARD recognizes the ASSOCIATION as the exclusive representative for the collective negotiations concerning the terms and conditions of employment between the BOARD and the following full-time regular certified employees:

Principals/Principals (Campus)
Assistant Principals
Vice Principals
Supervisors-Building Level

- B. Unless otherwise indicated, the term "ADMINISTRATOR" refers to employees as indicated in Section A of this Article.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The BOARD and the ASSOCIATION agree to enter into negotiations over a successor agreement in accordance with rules and regulations of the Public Employment Relations Commission. The parties of this Agreement pledge to engage in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Negotiations shall begin according to the time established by the Public Employment Relations Commission.
- B. In the event that a successor agreement has not been ratified by both parties, the existing contract will remain in force until such ratification.

ARTICLE III

GRIEVANCES

The term "grievance" means a complaint by any employee that there has been an inequitable, improper application or interpretation of the rules, regulations or contract affecting terms and conditions of employment. The grievance procedure shall not be deemed applicable in the following instances:

- a. the failure or refusal of the Board to renew a contract of a non-tenured employee;
- b. in matters where the Board is without authority to act;
- c. in matters where a method of review is prescribed by any law or any rule, regulation or directive of the State Commissioner of Education or the State of Board of Education.

The following grievance procedure steps are required:

Step 1: Informal discussion with the designated Central Office Administrator of the Grievant. If no resolution is reached, the Grievant shall present a written grievance to their immediate supervisor within ten (10) calendar days of such informal discussion. The written grievance shall specifically identify which rule, regulation or contract provision has been violated. The Supervisor shall provide a written response within ten (10) school days of the receipt of such written grievance. No grievance shall be filed later than thirty (30) calendar days after the alleged grievance became known or shall have been known to the Grievant.

Step 2: If the grievance is not resolved at Step 1, the Grievant shall present the written grievance to the Superintendent of Schools within ten (10) calendar days of the Central Office Administrator's response. A meeting shall be held within ten (10) school days of such submission. The Superintendent shall provide a written response within ten (10) school days of the meeting.

Step 3: If the grievance is not resolved at Step 2, the Grievant shall present the written grievance to the Board of Education within ten (10) calendar days of the Superintendent's response. Within thirty (30) calendar days of the presentation of the grievance, the Board shall provide a written response to the Grievant. Step 3 will be the final step of the grievance procedure.

ARTICLE IV

ADMINISTRATOR'S RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he may have under New Jersey Laws or other applicable laws and regulations.
- B. Any formal reprimand or censure by a superior or a member of the Board of Education shall be made in confidence and not in the presence of teachers, parents, students or the public, except as may be required by law or other provisions of this agreement.

ARTICLE V

ASSOCIATION RIGHTS

- A. Whenever any member of the ASSOCIATION is scheduled by the BOARD to participate during working hours in negotiations or grievance proceedings, they shall suffer no loss in pay or benefits for such participation.
- B. Representatives of the ASSOCIATION shall be permitted to transact official business of the ASSOCIATION on school property at all reasonable times after school hours, provided that such activity shall not interfere with or interrupt normal operations of the school.
- C. With prior approval of the Superintendent, the ASSOCIATION shall have the right to use school facilities and equipment, including typewriters, photocopy machines and audiovisual equipment at reasonable times when such equipment is not otherwise being used, provided, however, that the ASSOCIATION pay the BOARD for the reasonable cost of all materials and supplies incident to such use.

ARTICLE VI

EVALUATION

The BOARD and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his supervisors, respecting the effectiveness of his performance and that he is entitled to receive such recommendations that will assist him in improving the effectiveness of his performance.

ARTICLE VII

VACATIONS, HOLIDAYS, SUMMER HOURS

- A. VACATION: Each administrator shall be granted twenty (20) days vacation per year after having served one (1) full year in the district.

A maximum of ten (10) vacation days may be banked for an additional use period of one (1) year from the date upon which the original vacation leave would have expired.

Vacation time may be used by the administrator with the approval of their supervisor.

Administrators, hired into the position prior to July 1, 2009, will receive a one (1) time payment of \$2,500 added to their base salary after the increment is calculated.

- B. ALLOWANCES: The BOARD recognizes the value of professional organizations and agrees to pay dues in two (2) such organizations up to a limit of \$500.00 per member provided such membership is appropriate to the member's present position in the district.

C. REQUEST FOR VACATION LEAVE:

1. For all vacation periods of more than one week during the months of June, July, and August, request for same shall be placed with the Superintendent's office no later than January 15th of any year. The Superintendent shall respond in writing by approving or disapproving the vacation request within thirty (30) days from the receipt of the request.
2. For vacations during any other time of the year other than summer months of more than one week, request shall be made to the Superintendent no less than forty-five (45) days prior to the requested vacation time. The Superintendent shall respond by either approving or denying the request no more than ten (10) working days subsequent to the receipt of the request.

D. In addition to the other holidays granted to the ASSOCIATION members they shall be entitled to Christmas Eve Day and New Year's Eve Day as paid holidays.

E. SUMMER HOURS

Monday through Thursday

Tuesday through Friday

8:00 am to 4:00 pm – ½ hour lunch

Summer schedule to be consistent with master schedule for both school districts.

ARTICLE VIII

SALARIES AND INSURANCE

- A. Upon recommendation by the Superintendent or his/her designee, it is agreed that Administrative salaries will be increased by 4.65% in 2009-2010, 4.65% in 2010-2011, and 4.4% in 2011-2012.

Additionally, though not included in the cap, persons holding a doctorate degree, or upon achieving a doctorate degree in the future, shall receive a one-time payment of \$1,500.00.

- B. An employee whose anniversary date of employment occurs on or before December 31st, of any year, shall be deemed to have been employed for a year as of July 1st, for that school year and be entitled to a full increment. The same rule applies to the additional cumulative payments as noted below.

An employee whose anniversary date of employment occurs January 1st, or thereafter, of any year, shall not be deemed to have been employed for that school year, but rather the following July 1st and as of that date, be entitled to a full increment. The same rule applies to the additional cumulative payments as noted below.

After 10 years of service in the District - \$1,000

After 20 years of service in the District - \$1,000 (additional).

Longevity amounts will be added to the base salary after the increment is calculated.

- C. The BOARD shall provide for each full-time employee, who is under contract, hospitalization and medical-surgical insurance as listed below, or its equivalent:

SEHBP or equivalent (Full coverage for employee and family)
Vision Care (Full coverage for employee and family)
Long Term Disability (employee only)

D. DENTAL INSURANCE:

1. Dental coverage provided under the previous contract shall remain in full force. The BOARD shall provide family dental insurance coverage with a reimbursement plan providing 80% payment by the insurance carrier and 20% payment by the employee.
2. The BOARD shall provide a family orthodontia plan as offered by existing dental insurance carrier.

E. PRESCRIPTION DRUG PLAN:

The BOARD shall provide a full family prescription drug plan at a cost to the employee of \$5.00 per prescription.

- F. Once each of the insurance plans becomes effective as set forth above, insurance as provided in paragraph C shall commence at the first regular insurance enrollment period following employee's appointment.

G. PHYSICAL EXAMINATIONS:

The Board of Education will reimburse each Administrator for the cost of an annual physical and/or eye examination providing the reimbursement does not exceed \$500. Payment will be made only upon presentation of medical insurance reimbursement form (Customer's Explanation of Benefits) and a physician's receipt submitted no later than ninety (90) days following the date of the examination.

ARTICLE IX

RETIREMENT STIPEND

- A. Upon retirement from the Special Services School District of Bergen County, the individual will receive payment for ½ accrued sick leave days x per diem salary at time of retirement. The maximum payment is \$20,000 for sick days accumulated through June 30, 2009.

Employees hired into the position on or after 7/01/09 shall be paid for their unused accumulated sick leave days based on the following formula: ½ accrued number of sick days x per diem salary at the time of retirement to a maximum of \$15,000.

ARTICLE X

TUITION REIMBURSEMENT

The Board, upon recommendation of the Superintendent of Schools or his/her designee, will grant tuition reimbursement to each supervisory employee annually, upon completion of an approved college course(s) leading to a degree or certification, or similar charges for inservice training, in the amount of \$6,000. Payment will be made upon presentation of an official college transcript or other evidence of satisfactory completion and an official receipt of tuition payment. All claims must be submitted no later than ninety (90) calendar days following the completion of the program.

ARTICLE XI

PERSONAL AND SICK LEAVE

Administrators shall be entitled to four (4) personal days per year. Administrators shall be entitled to twelve (12) days of sick leave per year with full pay. For Administrators with less than twelve (12) months, leave is prorated at one (1) day per month. All unused sick leave shall be accumulated from year to year.

The number of personal days that have been "banked" through June 30, 2009, will be grandfathered. However, effective July 1, 2009, personal days can no longer be accrued.

For tenured Administrators, a leave of absence without pay and without benefits for one (1) year may be granted by the Board. Additional leave with just cause, may be granted by the Board for but not limited to illness, personal tragedy, problems, educational or legal business.

ARTICLE XII

BEREAVEMENT LEAVE

Administrators shall have bereavement leave as follows:

Death in the immediate family – five (5) days:
Husband or Wife, Children, Stepchildren, Mother, Father, Brother, Sister, Mother-in-law, and Father-in-law.

Death of a relative not a member of the immediate family – one (1) day

ARTICLE XIII

MISCELLANEOUS

- A. All members of the Association shall be reimbursed at the rate established by the State of New Jersey OMB rate when they are required to use their own vehicles in the performance of their duties.

- B. ASSOCIATION members wishing to attend luncheon meetings of the Special Education Administrator Association or Bergen County Principal Association may make request to the Superintendent to the School system. The Superintendent shall grant or deny these requests at the Superintendent's sole discretion. However, in order to assure the greater possibility of approval, requests shall be made on a rotating basis through the Association so that each member shall have an opportunity to attend whenever practicable.

- C. A representative of this Association shall have the opportunity to participate in the formation of the school calendar prior to its being adopted by the Board of Education.

FOR THE BOARD OF EDUCATION
OF BERGEN COUNTY SPECIAL
SERVICES SCHOOL DISTRICT:

FOR THE ADMINISTRATORS
ASSOCIATION OF THE SPECIAL
SERVICES SCHOOL DISTRICT OF
BERGEN COUNTY:

Charles Grillo
BOARD PRESIDENT

Angela Cupo
ASSOCIATION PRESIDENT

John Susino
BOARD SECRETARY

DATE

DATE