

A G R E E M E N T

BETWEEN

BELVIDERE BOARD OF EDUCATION

AND

**BELVIDERE SCHOOL DISTRICT
ADMINISTRATORS ASSOCIATION**

July 1, 2006 to June 30, 2009

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ARTICLE I
RECOGNITION

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Board hereby recognizes the Administrators Association, affiliated with the New Jersey Association of Secondary School Principals and Supervisors, as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for Principals, Assistant Principals, and the Athletic Director under contract or on authorized leave. All other personnel are excluded.

B. Definition

1. "Board" shall herein refer to the Town of Belvidere Board of Education.
2. "Association" shall herein refer to the Belvidere School District Administrators Association.
3. "Administrator" shall herein refer to members of the bargaining unit as defined in Section A. above.
4. "Full-Time", shall be an employment of at least sixty (60%) percent of the normal work year for members of the bargaining unit as defined in Section A. above. Employees working 60% or more of the normal work year shall have their pay appropriately pro-rated.
5. Anyone employed as an eleven-month administrator shall work from August 1 through June 30. All legal holidays honored, along with other holidays associated with this agreement. No vacation days. Sick and personal days as established in this agreement. Salary is based on the negotiated salary for a period of eleven months.

ARTICLE II
NEGOTIATION PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of Administrators employment. Negotiations shall begin in accordance with PERC rules during the calendar year preceding the calendar year in which this agreement expires, or negotiations shall begin December 15 of the calendar year preceding the calendar year in which this agreement expires.

B. Negotiating Team Authority

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations subject to ratification by the Board and the Association in order to enter binding agreements.

C. 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. During the term of this agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this agreement.

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 III

GRIEVANCE PROCEDURE

A. Definitions

The term “grievance” means a complaint or claim that there has been a loss or injury as the result of an improper application, interpretation or violation of any term or provision of this contract affecting a member or group of members.

B. Procedure

1. Filing a Grievance

A grievance may be filed by an individual member, a group of members, or by the Association, as the representative of a group or class whose individual signatures shall be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days from the allegedly improper application, interpretation, or violation known or should have known of its occurrence.

2. Failure to Communicate a Decision

Failure at any step to communicate the decision on a grievance within the specified time limitation shall permit the aggrieved to proceed to the next step. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.

3. Informal Attempt to Resolve

An individual Administrator who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the grievant is the Association, the initial discussion shall be at the level of the Superintendent, and in such event, if the problem is not resolved to the satisfaction of the Association within five (5) work days after the conclusion of the discussion, the procedures prescribed in the subsections of this section B shall become applicable.

4. Level One - Immediate Superior

If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) workdays, he shall set forth the grievance in writing to the immediate superior specifying:

- a. the nature of the grievance, including the specific section of the contract involved;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of the previous discussion;
- d. the dissatisfaction with decisions previously rendered;
- e. the relief sought.

The immediate superior shall communicate a decision to the grievant(s) in writing within five (5) workdays of the receipt of the written grievance.

5. Level Two - Superintendent of Schools

The grievant, no later than five (5) workdays after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and the dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not be exceed ten (10) workdays. The Superintendent shall communicate a decision in writing to the grievant and the immediate superior.

6. Level Three - Board of Education

If the grievance is not resolved to the grievant's satisfaction, no later than five (5) work days after the receipt of the Superintendent's decision, the grievant may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a Committee thereof, shall review the grievance and shall at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. Level Four - Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Association chooses to proceed, notice of intention to proceed to arbitration shall be given to the Board by the Association through the Superintendent within ten (10) workdays after the receipt of the decision, which is being appealed.

The grievance not resolved shall be subject to arbitration initiate and conducted under the rules of PERC.

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 parties or any policy of the Board of Education. The opinion and award shall be final and binding. Only the Board, the aggrieved, and president of the Association shall be given copies of the Arbitrator's Opinion and Award. This shall be accomplished within thirty (30) calendar days of the completion of the Arbitrator's hearings.

8. Right to Representation

Rights of Administrators to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by (a) representative(s) and/or an attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any level, be notified that the grievance is in process, and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

9. Separate 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 participants unless the grievance is relevant to evaluation.

10. 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 their designated or selected representatives.

C. Costs

Each party will bear the total cost incurred by themselves.

The fees and expenses of the Arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

ARTICLE IV

ADMINISTRATOR RIGHTS

A. Rights and Protection in Representation

Administrators shall enjoy all rights as provided in Chapter 123, P.L. 1974.

B. Required Meetings or Hearings

Whenever an Administrator is required to appear before the Board, Superintendent, or any committee or member thereof concerning any matter that could result in the termination of employment of that Administrator, they shall be given prior notice (which will be in written form) of the reasons for such meetings or interview and shall be entitled to have (a) representative(s) of the Association and/or attorney present to advise them and represent them during such meeting or interview. Any suspension shall be in accordance with 18A of NJAC.

C. Reprimand

The Board and the Association agree that as a matter of general practice, any reprimand of an Administrator with respect to the performance of his employment shall be made in confidence and not in public.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to provide access to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, agendas, and minutes of all Board meetings, census data, and such other information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the Administrators, together with information which may be necessary for the Association to process any grievance or complaint.

B. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt their duties and/or normal school operations.

C. Use of School Equipment

The Association shall have the right to use school facilities and equipment as per Board policy. Use of secretarial personnel for Association business on school time is not authorized.

D. 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 Administrators, as defined in the unit, and to no other organization.

E. Released Time for Meetings

Whenever any meeting of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings there shall be no loss in pay and/or benefits.

ARTICLE VI

MANAGEMENT RIGHTS CLAUSE

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to take whatever action may be necessary to carry out the mission of the school district in situations of emergency; and (g) to establish and approve curriculum and to expect administrators to follow the approved curriculum.

ARTICLE VII

EVALUATION

A. Right to Full Knowledge

The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of superiors respecting the effectiveness of performance and that, further, it is entitled to receive such recommendations that will assist in increasing the effectiveness of performance.

B. Procedures

The Board, in consultation with Administrators, will adopt and/or revised policies and procedures for evaluating tenured and non-tenured Administrators.

C. Evaluation Procedures

1. Copies of Reports

Each Administrator shall sign all copies of each evaluation which shall be in writing, attesting to the fact that the contents of the evaluation are known to him. No evaluation may become part of an Administrator's personnel files without the Administrator's signature. Any material that the employee sees and refuses to sign, may be signed by the President of BSDAA to indicate the material has been read to the Administrator in question. Further, the administrator shall receive a copy of each evaluation.

2. Rights of Administrator to Respond

A conference shall be arranged between the evaluator and the Administrator as soon as possible after receipt of the written evaluation by the Administrator. At such time, the Administrator is entitled to respond to the evaluation in writing.

3. Notice of Contract Renewal

Each non-tenured Administrator shall receive written notice prior to April 30 of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

ARTICLE VIII

LEAVES OF ABSENCE

A. Sick Leave

1. Personal Illness

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 with no maximum limit.

2. Family Illness

Full time Administrators shall be entitled to three (3) days per year for immediate family (wife, husband, parents, children or others in the same household).

B. Jury Duty

In case of required jury duty, an Administrator shall be allowed time off for jury service with regular pay provided the Administrator endorses the check for jury duty to the school district.

C. Extended Leaves of Absence

1. Child-Rearing

a. The Board shall grant child rearing leave of absence, without pay, immediately following the conclusion of sick leave associated with childbirth or commencing on a date following the birth of the child, to any employee upon request, in accordance with applicable statutes, regulations and State agency decisions for the balance of the school year in which the leave is requested. Employees shall be granted a leave of absence, without pay, for child rearing purposes for a maximum of two full school years following the school year in which the initial childbearing leave occurs, depending upon the request of the individual employee.

2. Employees adopting a child shall receive similar leave. Sixty days notice shall be given. An employee who requests less time will be granted such request if a replacement can be found.

D. Personal Leave

Full time Administrators shall be granted four (4) days of absence, eleven-month Administrators three (3) days of absence, without reasons for personal business without loss of pay. Unless an emergency arises, one (1) day's notice in advance must be given to the Superintendent for his approval. Unused personal days may be accumulated (as are sick leave days) for the purposes of retirement benefits only.

E. Bereavement Days

Up to five (5) working days with regular pay any time in the event of death of an employee's spouse, child, step-child, step-parents, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law or sister-in-law; three (3) days for grandparent; and one (1) day for aunt, uncle, niece or nephew.

F. Court Appearance

Time necessary for appearance in any legal proceedings connected with a person's employment or with the school system shall be granted if the employee is by law required to attend.

ARTICLE IX

WORK YEAR

A. Days Required

Administrators will be required to work on days during the normal school year when school is not in session, at the discretion of the Superintendent, unless it is a legal holiday. Administrators may use personal or vacation days in lieu of working on such days.

B. Vacation (Pertains to 12 month employees only)

Vacation will be granted according to the following schedule:

1 st through 5 th contract year	20 days	(1 st year prorated based upon start date)
After five contract years	25 days	

Vacation days will be taken according to a schedule mutually agreed upon by the administrator and his/her immediate supervisor to insure continuous supervision of the building and functions.

C. Banking (Pertains to 12 month employees only)

An Administrator may bank up to ten (10) unused vacation days to be used at the Administrator's discretion according to a schedule mutually agreed upon with the immediate supervisor. No more than twenty (20) workdays of vacation may be taken at any one time without special permission of the Superintendent.

After five full calendar years of employment, the Board will pay an administrator for up to an additional ten (10) unused vacation days, after first banking ten (10) days, at the daily rate of 1 / 240th of the administrator's salary.

D. Separation from Service (Pertains to 12 month employees only)

1. A member who dies before his contract period is completed shall have payment for his accrued, pro-rated vacation days given to his estate.

2. A member who resigns or retires during the contract year shall receive cash payment for his accrued, pro-rated vacation days.

3. A member who resigns or retires during the contract year shall owe the district for vacation days over and above his accrued or pro-rated entitlement.

ARTICLE X

ADMINISTRATIVE VACANCIES

A. Notice

A notice of vacancy in an administrative position shall be sent to the President of the Association fifteen (15) workdays before the final date when applications must be submitted. The notice of vacancy shall set forth qualifications, duties and the rate of compensation for the vacant position. Modified qualifications will require a new posting and a new 10-day application period.

B. Promotions

When a promotional vacancy is being filled all in-house, qualified administrative applicants will be entitled to an interview.

ARTICLE XI

SCHOOL CALENDAR

Representatives of the Association shall be afforded the opportunity to submit recommendations on the formation of the school calendar prior to its being adopted by the Board of Education. Decisions of the Board shall be final and binding.

ARTICLE XII

TRANSFER OF PERSONNEL

- A. A request for transfer shall be submitted to the Superintendent.
- B. The Superintendent shall acknowledge receipt of the request, and may schedule an interview with the requester.
- C. The Superintendent shall inform the transfer candidate of the final decision in writing within sixty (60) calendar days.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT

- A. Reimbursement of Tuition
 - 1. Course Approval Procedure

Graduate courses must be approved by the Superintendent prior to registration. Administrators seeking reimbursement for graduate courses must present a rationale acceptable to the Superintendent.

- 2. Reimbursement

The Board of Education shall reimburse members of the Association for tuition costs for approved graduate courses directly related to the administrator's current area of professional responsibilities. A grade of "B" or better, or "Pass" in a Pass/Fail course, is required for reimbursement. The maximum number of credits may not exceed nine (9) credits per year per administrator. Reimbursement will be limited to the existing College of New Jersey resident graduate school tuition cost per credit. Reimbursement shall follow within sixty (60) days of submission of an itemized voucher with proof of completing the course. The administrator must be employed in the District at the time of reimbursement. The administrator must remain employed by the District for one year from the completion of the course to retain reimbursement, otherwise reimbursement must be refunded to the District.

3. Proof of Taking Course

Grade slips and proof of payment shall be considered as proof of having taken a course or courses.

B. Professional Organizations

1. The Board of Education shall reimburse members of the Association for membership in NJ Principals and Supervisors Association (NJPSA). Each Principal will be a member of NASSP and ASCD so that the respective schools can participate in National Junior Honor Society, National Honor Society and Student Councils.

2. The Board of Education shall reimburse all members of the Association for state conventions at the rate of \$500.00 per administrator. Presentation of convention information shall be provided to the Superintendent upon return.

3. Pending the approval of the Superintendent, two (2) administrators shall be reimbursed for attending a national convention (not to exceed \$1,000.00 per year, per administrator) in lieu of attending a state convention during the same year. Presentation of convention information shall be provided to the Superintendent upon return.

ARTICLE XIV

INSURANCE PROTECTION

A. Full Health, Dental Care and Prescription Coverage

The Board agrees to provide for each administrator no less than the identical coverage provided for all other professional staff.

If an administrator opts to waive dual coverage (with proof of alternate coverage), the employee will receive the same payments provided for all other professional staff. This will be paid in two installments, December 31 and June 30. The Board will permit re-enrollment consistent with its insurance contract and, if necessary, establish a Section 125 plan.

ARTICLE XV

LEGAL ASSISTANCE

The Board shall give full support as required by Title 18A for Administrators while acting in the discharge of their duties.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

A. Selection of Professional and Non-Professional Personnel

The Building Administrator shall recommend the appointment of all professional and non-professional personnel in their building. The Superintendent and Board shall have final authority in all personnel matters.

B. Use of Automobile

All members of the Association shall be reimbursed when required to use their own automobiles in the performance of their duties. Reimbursement for use of personal automobile will be at the rate approved by the IRS.

C. Reimbursement of Unused Sick Days

The Board agrees to provide each administrator with identical reimbursement for unused sick and personal days at retirement as provided for the other professional staff.

D. Participation in Administrative Policy Making

The Association, at the discretion of the Superintendent, will be consulted and given an opportunity to participate in the development of administrative policies and procedures.

E. Professional Mentoring Fees

The Board agrees to pay all mentorship fees involved in obtaining appropriate state certification for administrative positions. The administrator must remain employed by the District for one year from the completion of the mentorship, otherwise the payment must be refunded to the District.

ARTICLE XVII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2009, subject to the Association's right to negotiate over a successor agreement as provided in Article II, and further provided that the Association is still the majority representative of the Administrators in the Belvidere School District.

B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties to this Agreement, and unless such extensions are agreed upon, this Contract shall expire on the date indicated herein.

C. The Board and the Association agree to commence negotiations pertaining to a contract covering subsequent school years as per Article II of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested to by their respective Secretaries on the day and year first above written.

BELVIDERE SCHOOL DISTRICT
ADMINISTRATORS ASSOCIATION

BELVIDERE BOARD OF EDUCATION

By _____
President

President

ATTEST

By _____
Secretary

Secretary

